

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

October 18, 2016

*Subject to approval at  
November 15, 2016  
County Board Meeting*



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**October 18, 2016**

The McLean County Board was called to order by Member Soeldner on Tuesday October 18, 2016 at 9:00 am in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois. The Invocation was led by Member Soeldner, followed by the Pledge of Allegiance and the Roll Call.

**The Following Members answered to roll call:**

Members, George Gordon, Mark Johnson, Catherine Metsker, Scott Murphy, Erik Rankin, Carlo Robustelli, Susan Schafer, Paul Segobiano, David Selzer, James Soeldner, George Wendt, Laurie Wollrab, Richard Buchanan, William Caisley, Don Cavallini, Josh Barnett, Chuck Erickson and Chairman John McIntyre.

**The Following Member was absent:**

Victoria Harris

**Resolutions and Congratulations:**

Member Soeldner asked Sara Barnett, Principal of Tri-Valley Elementary School to come to the Podium, and awarded a commendation from the county on their receipt of the 2016 Academic Excellence Award for Tri-Valley Elementary School. This is a National Blue Ribbon School Award.

**Appearances by Members of the Public:**

Patricia Marton spoke regarding working with are libraries and complimented their assistance in helping to combat through education the mental illness and mental health issues.

**Executive Committee Discussion:**

There was much discussion and questions regarding 7A1b including questions by Members, Wollrab, Erickson, Metsker, with replies by Administrator Wasson and Chairman McIntyre. Mr. Wasson reminding members that “we’re in the very beginning stages on this.” (refer to audio)

**JUSTICE COMMITTEE:**

Before the vote of E1d Chairman stated this issue regarding Juror Fees was “woefully inadequate” and “not a good idea”m but he would be voting for it. The vote was unanimous.

**Items for information and other discussions:**

Member Robustelli offered comments regarding the letter that was copied in the Board packets to all members, regarding a request of best practices in open and transparent government. The letter was submitted and signed by 6 Board members. (letter included in packet and refer to audio for comments).

Member Soeldner indicated the Rules Committee would be meeting on these requests, and would be requesting some background information from Administration. While Chairman McIntyre indicated there would be no further discussion on this issue until meetings could be set, Member Wollrab comments that she was very much in favor of the issues addressed in the letter, and Member Buchanan had a matter of clarification which was answered by Member Soeldner. (refer to audio)

**Approval of Bills:**

Chairman McIntyre offered a special thank you for all the hard work to all on the 2017 budget.

The Meeting was adjourned at 9:32 am



# Roll Call and Votes, McLean County Board Members, October 18, 2016

Agenda Item:

Present ✓ Absent

## Board Members:

Harris, Victoria  
 Johnson, Mark  
 Martin, Randall  
 Metsker, Catherine  
 Murphy, Scott  
 Rankin, Erik  
 Robustelli, Carlo  
 Schafer, Susan  
 Segobiano, Paul  
 Selzer, David  
 Soeldner, James  
 Wendt, George  
 Wollrab, Laurie  
 Barnett, Josh  
 Buchanan, Richard  
 Caisley, William  
 Cavallini, Don  
 Erickson, Chuck  
 Gordon, George  
**Chairman**  
 McIntyre, John

On Motion To aye nay On Motion To aye nay On Motion To aye nay On Motion To aye nay On Motion To aye nay On Motion To aye nay On Motion To aye nay On Motion To aye nay

20 D

October 14, 2016

Jim Soeldner  
Rules Subcommittee, Chair  
McLean County Government  
115 East Washington Street  
Bloomington, IL 61701

John McIntyre  
McLean County Board, Chair  
McLean County Government  
115 East Washington Street  
Bloomington, IL 61701

Dear Chair Soeldner & McIntyre,

*We write today to formally request that the McLean County Board Rules Subcommittee consider best practices in open and transparent government. As members of Districts of both rural and urban areas, both Republicans and Democrats, we believe it is important that the County continue to make progress in being more open and transparent in the way we conduct business. Additionally, an open and transparent government encourages a more informed and participatory citizenry.*

*While we want to give you the opportunity to consider various options based on current best practices, we do ask that you give special consideration to the following requests:*

- 1. Changing the meeting time from 9 am to a time later in the afternoon or early evening*
- 2. Improving the information and structure of the County's website*
- 3. Expanding the County's digital and social media presence (e.g. making it easier to locate information in the County Board packets, using twitter to give updates on County related issues)*
- 4. Re-evaluating the County Board Rules that require a citizen to give 5 days notice on items not included in the agenda (which is not possible since the agenda is posted three days prior to our meetings)*

*As the County Board considers future policy changes that make us more open and transparent, we are committed to supporting efforts that are tax-payer centered and encourage more people to engage and get involved in County Government Policy making.*

*We appreciate your attention to this issue, and look forward to working with you to ensure that McLean County continues to be a thought leader in the State of Illinois.*

Signed:

Carlo Robustelli  
District 8

Josh Barnett  
District 10

Victoria Harris  
District 7

Catherine Metsker  
District 1

Chuck Erickson  
District 10

Erik Rankin  
District 9

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION OF REAPPOINTMENT OF BERNARD ARGO  
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION**

WHEREAS, due to the expiration of term of Bernard Argo, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2016, it is advisable to consider an appointment or reappointment to this position; and

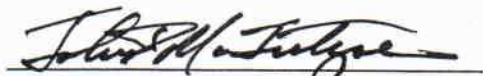
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Bernard Argo as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2022, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Bernard Argo, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association, as well as the County Auditor, County Clerk and County Administrator's Office.

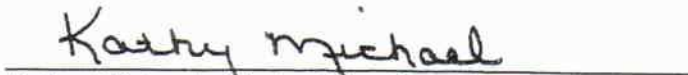
ADOPTED by the County Board of McLean, County, Illinois this 18th day of October, 2016.

APPROVED:



John D. McIntyre, Chairman  
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION OF REAPPOINTMENT OF JOHN BREESE  
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION**

WHEREAS, due to the expiration of term of John Breese, whose term on the Board of Trustees of the Pleasant Hills Cemetery Association expires on November 1, 2016, it is advisable to consider an appointment or reappointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John Breese as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2022, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to John Breese and Tom Shields, Attorney of the Pleasant Hills Cemetery Association, as well as the County Auditor, County Clerk and County Administrator's Office.

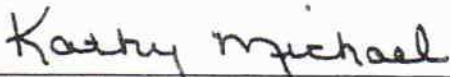
ADOPTED by the County Board of McLean, County, Illinois this 18<sup>th</sup> day of October 2016.

APPROVED:



John D. McIntyre, Chairman  
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION OF REAPPOINTMENT OF BETTY ALEXANDER  
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION**

WHEREAS, due to the expiration of term on November 1, 2016 of Betty Alexander, on the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider an appointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Betty Alexander as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2022, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Betty Alexander, Richard Slown, Secretary of the Pleasant Hills Cemetery Association, the County Clerk, County Auditor and the County Administrator's Office.

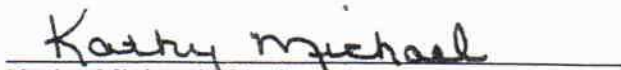
ADOPTED by the County Board of McLean, County, Illinois this 18<sup>th</sup> day of October, 2016.

APPROVED:



John D. McIntyre, Chairman  
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION OF REAPPOINTMENT OF ROGER RISSE  
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION**

WHEREAS, due to the expiration of term of Roger Risser, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2016, it is advisable to consider an appointment or reappointment to this position; and

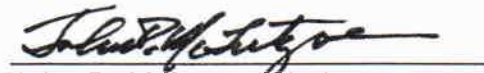
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Roger Risser as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2022, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to Roger Risser, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association, as well as the County Auditor, County Clerk and County Administrator's Office.

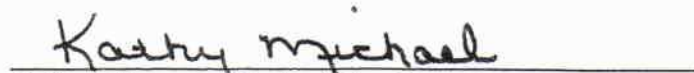
ADOPTED by the County Board of McLean, County, Illinois this 18th day of October, 2016.

APPROVED:



John D. McIntyre, Chairman  
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION OF REAPPOINTMENT OF DONALD OEHLER  
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION**

WHEREAS, due to the expiration of term of Donald Oehler, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2016, it is advisable to consider an appointment or reappointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald Oehler as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2022, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Donald Oehler, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association, as well as the County Clerk, County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean, County, Illinois this 18th day of October, 2016.

APPROVED:



John D. McIntyre, Chairman  
McLean County Board

ATTEST:



Kathy Micheal, Clerk of the County  
Board of the County of McLean, Illinois



STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION OF REAPPOINTMENT OF DARWIN MCCLURE  
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION**

WHEREAS, due to the expiration of term of Darwin McClure, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2016, it is advisable to consider an appointment to this position; and


WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Darwin McClure as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2022, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Darwin McClure, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association, as well as the County Auditor, County Clerk and County Administrator's Office.

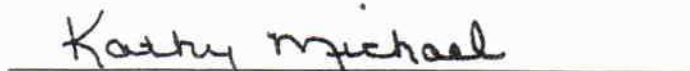
ADOPTED by the County Board of McLean, County, Illinois this 18th day of October, 2016.

APPROVED:



John D. McIntyre, Chairman  
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois



STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION OF REAPPOINTMENT OF WILLIAM DETERDING  
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION**

WHEREAS, due to the expiration of term of William Deterding, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2016, it is advisable to consider an appointment or reappointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of William Deterding as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2022, or until a successor shall have been qualified and appointed.

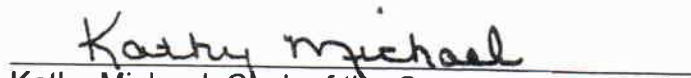
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to William Deterding, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association, as well as the County Clerk, County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean, County, Illinois this 18th day of October, 2016.

APPROVED:

  
John D. McIntyre, Chairman  
McLean County Board

ATTEST:

  
Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois



**HIGHWAY DEPARTMENT**

Jerry Stokes, County Engineer  
102 S Towanda Barnes Road, Bloomington, IL 61705  
(309) 663-9445 FAX (309) 662-8038

DATE: September 22, 2016

TO: Chairman Selzer and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

**September 21, 2016 Equipment Letting**

Recommended Action:

The Highway Department recommends approval of the following equipment bid:

1. Hydraulic Belt Conveyor (Road Widener)

Background:

Rahn Equipment Company of Danville, IL was the low bidder for the road widener with a HTC Hydraulic Conveyor. This unit will be used to place construction materials on the shoulders and front slopes along the County Highways.

**RESOLUTION BY THE MCLEAN COUNTY BOARD**  
**FOR HIGHWAY DEPARTMENT PURCHASE OF EQUIPMENT**

WHEREAS, the McLean County Board's 2016 Budget for the McLean County Highway Fund 0120, includes the purchase of one (1) 2016 Hydraulic Belt Conveyor; and

WHEREAS, McLean County Highway Department received sealed bids on September 21, 2016; and

WHEREAS, the Transportation Committee duly approved the bids on October 04, 2016; and

WHEREAS, the Transportation Committee of the McLean County Board has reviewed the bids and recommended the below bid be awarded as follows:

NOW THEREFORE BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase from the lowest responsible bidder:

1 – 2016 Hydraulic Belt Conveyor for ..... \$38,656.00  
from.....Rahn Equipment Company  
2400 Georgetown Rd  
Danville, IL 61832

Approved by the County Board on October 18, 2016.

\_\_\_\_\_  
John D McIntyre (date)  
McLean County Board Chairman

STATE OF ILLINOIS        ]  
                                      ] SS  
COUNTY OF MCLEAN     ]

I, Kathy Michael, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on October 18, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois is said County this 18<sup>th</sup> day of October, A.D., 2016.

[ SEAL ]

\_\_\_\_\_  
Kathy Michael  
McLean County Clerk

# McLEAN COUNTY HIGHWAY DEPARTMENT

## Equipment Bid Tabulation

Date of Bids : 9/21/2016 Time: 9:00 am Item: Hydraulic Belt Conveyor  
 Present: Jerry, Mike, and Mark  
 Replaces: NON functioning belt conveyor Date Advertised: 9/6/2016

Bidder:	Finkbiner Eq Co	Rahn Eq Co	Finkbiner Eq Co	
Address:	Burr Ridge, ILL	Danville, IL	Burr Ridge, ILL	
Make:	Road Widener	HTC	Midland	
Model:	FH	2000 Hydraulic Conveyor	WA	
Outright Price:	\$54,649.00	\$38,656.00	\$94,361.00	
Total Price:	\$54,649.00	\$38,656.00	\$94,361.00	
Delivery:	60 days from order	90 days from order	60 days from order	
Complies with Spec's:		X	X	
Does Not Meet Spec's.	X			
Successful Bidder:		X		

### Comments:

Recommended by Highway Department: Recommend purchase of 1 new HTC model 2000 hydraulic Conveyor from Rahn Equipment Co. for \$38,656.00

Accepted by Transportation Committee:

Date:



HIGHWAY DEPARTMENT  
Jerry Stokes, County Engineer  
102 S Towanda Barnes Road  
Bloomington, IL 61705  
(309) 663-9445 FAX (309) 662-8038

DATE: September 23, 2016

TO: Chairman Selzer and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

**Resolution for Appropriating Funds for the Construction of a Drainage Structure on the McLean-Tazewell County Line**

Recommended Action:

The Highway Department recommends approval of the resolution for the design and construction of the Britt Bridge on the McLean-Tazewell County Line.

Background:

The current structure is a concrete slab bridge that was built in 1923. The bridge is narrow and is showing significant signs of deterioration on the underside of the structure.

Section 5/5-503 of the Illinois Road and Bridge Law states that any structure located on county lines with an opening of 25 square feet or more shall be constructed by each county. The cost sharing of the project is determined by proportioning the equalized assessed valuation of the taxable property to the respective counties. Based on the 2015 EAV rates, McLean County's portion of the project will be 59.3% and Tazewell County will have a portion of 40.7%.

This project is planned for construction in 2018.

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**  
**APPROPRIATING FUNDS FOR THE CONSTRUCTION OF A DRAINAGE STRUCTURE ON**  
**THE MCLEAN-TAZEVELL COUNTY LINE**  
**(McLean County Rural Reference No. 000 East/475 North)**

WHEREAS, a drainage structure needs to be constructed on the McLean-Tazewell County Line (000E) between Section 19 in Mount Hope Township, McLean County, and Section 24 in Hittle Township, Tazewell County; and,

WHEREAS, McLean County and Tazewell County are wholly responsible for the construction of said drainage structure under Section 605 ILCS 5/5-503 as the required structure has a required opening greater than twenty-five (25) square feet; and,

WHEREAS, McLean County will cause plans to be made as required, and McLean County will contract for the construction of the drainage structure and bill Tazewell County for their share in accordance with the aforementioned Statute; and,

WHEREAS, the total estimated cost of the project is Six Hundred Fifty Thousand and no/100's Dollars (\$650,000.00).

THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Three Hundred Eighty-Five Thousand Four Hundred Fifty and 00/100's Dollars (\$385,450.00) (59.30%) from the County Bridge Fund to pay for McLean County's share of the cost of this project.

STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF MCLEAN    )

  
\_\_\_\_\_  
John D. McIntyre, Chairman McLean County Board

I, Kathy Michael, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois, on October 18, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County, this 18<sup>th</sup> day of October, 2016.

(SEAL)

  
\_\_\_\_\_  
Kathy Michael, McLean County Clerk



# Mount Hope Township

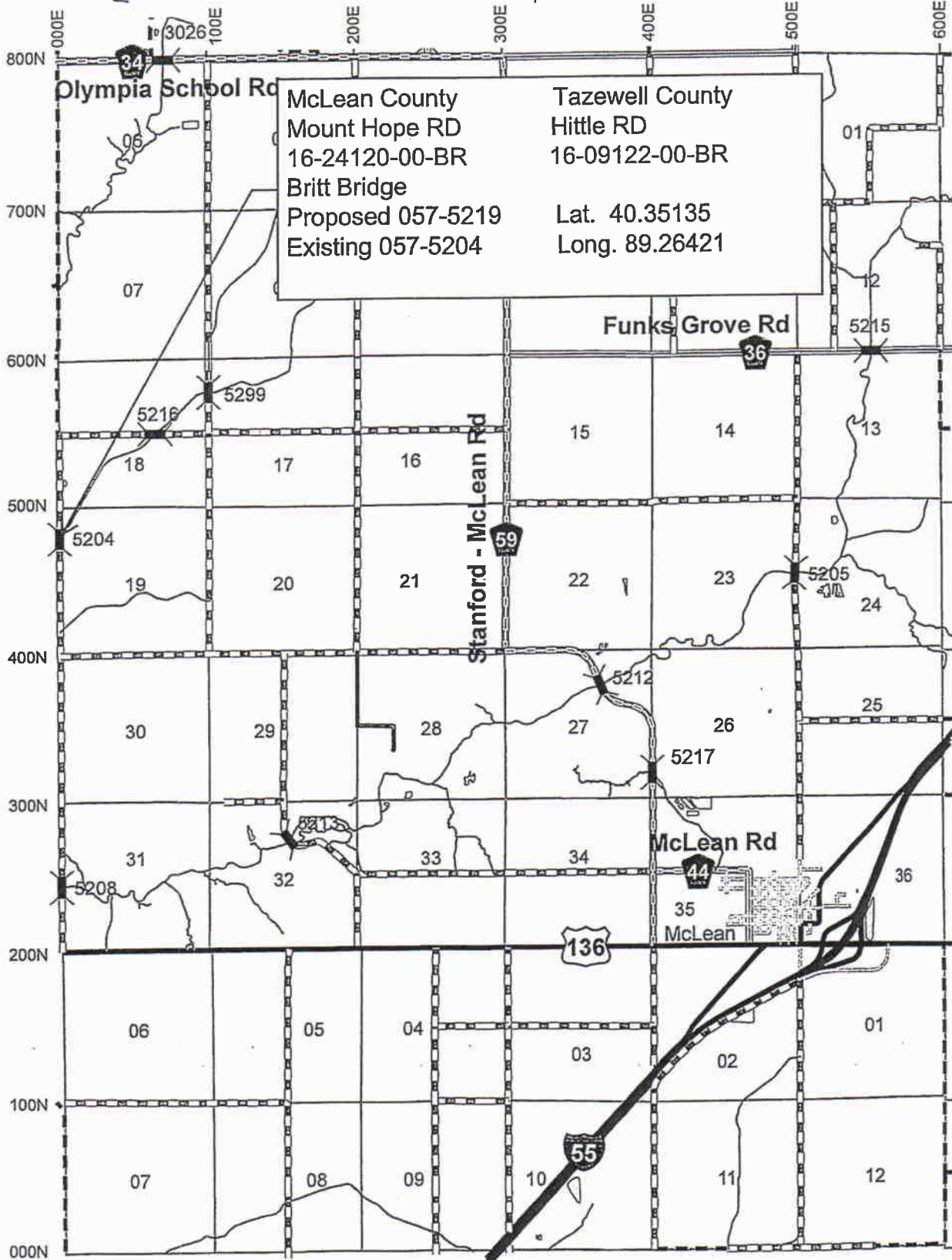
T21N T22N R1W

0 0.25 0.5 1 1.5 2 Miles

1 inch equals 1 mile

Tazewell County

Funks Grove Township



McLean County  
Mount Hope RD  
16-24120-00-BR  
Britt Bridge  
Proposed 057-5219  
Existing 057-5204

Tazewell County  
Hittle RD  
16-09122-00-BR  
Lat. 40.35135  
Long. 89.26421

- |   |   |   |  |  |
|---|---|---|--|--|
| <ul style="list-style-type: none"> <li>Bridges</li> <li>Streams</li> <li>Road Centerline</li> </ul> | <b>Road Surface Type, Maintained By</b> <ul style="list-style-type: none"> <li>Hotmix - Township</li> <li>Oil &amp; Chip - Township</li> <li>Gravel - Township</li> </ul> | <ul style="list-style-type: none"> <li>Dirt, Township</li> <li>Hotmix - McLean County</li> <li>Oil &amp; Chip - McLean County</li> <li>City of Bloomington</li> </ul> | <ul style="list-style-type: none"> <li>Town of Normal</li> <li>Other Town of Village</li> <li>Private</li> <li>Surrounding County</li> </ul> | <ul style="list-style-type: none"> <li>Surrounding Township Roads</li> <li>Lakes</li> <li>Sections</li> <li>Townships</li> </ul> |
|---|---|---|--|--|

DATE: September 23, 2016

TO: Chairman Selzer and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

**Engineering Services Agreements with Hampton, Lenzini & Renwick, Inc. (HLR) for Section 16-00069-00-BR, Holders Bridge on the Riddlepit Road (CH 15) and Section 16-24120-00-BR, Britt Bridge on 000 East Road.**

Recommended Action:

The Highway Department recommends approval of both Engineering Services Agreement with Hampton, Lenzini & Renwick, Inc. (HLR).

Background:

The first engineering agreement is for the design of a replacement bridge on the Riddlepit Road (CH 15) a few miles east of Leroy. This structure is a steel multi-beam bridge that was constructed in 1932. This structure is showing significant signs of deterioration that need to be addressed.

A concrete box culvert is planned for this location. Construction is scheduled for 2018.

The second agreement is for the design of the Britt Bridge that is located on the McLean-Tazewell County line. A 3-span concrete slab bridge is planned for this location.



## PRELIMINARY ENGINEERING SERVICES AGREEMENT

---

<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Hampton, Lenzini and Renwick, Inc.
Township:	Address: 3085 Stevenson Drive, Suite 201
Section: 16-00069-00-BR	City: Springfield
	State: Illinois, 62703

---

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

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### SECTION DESCRIPTION

---

Name Holders Bridge Length 0.10 miles

Structure No. 057-5706 (Existing)

Location Riddlepit Road/ CH 15  
Sections 8/9, T 22 N, R 5 E, 3<sup>rd</sup> P.M., 5 miles east of LeRoy

Description: Design and plan preparation of a concrete box culvert and improved HMA roadway approaches using Local Funding.

### DEFINITION

DEPARTMENT ..... Illinois Department of Transportation

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## AGREEMENT PROVISIONS

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### THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
  - a.( X ) Make such detailed surveys as are necessary for the preparation of detailed roadway plans. Use section corners with GPS coordinates provided by YLB, Inc. for all field surveys.
  - b.( X ) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.( ) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.( X ) Prepare Army Corps of Engineers Permit, ~~Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.~~
  - f.( X ) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.( X ) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with all necessary copies of such for review and approval.
  - h.( X ) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
  - i.( ) Assist the LA in the tabulation and interpretation of the contractor's proposals.

- j.( X ) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.
  - k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
  3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
  4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

#### THE LA AGREES

1. To pay for all services stipulated under paragraphs 1a, 1b, ~~1d~~, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions.

Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1a and 1b. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The upper limit of compensation for these services listed above shall be \$27,000.

The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The hourly rate itemized herein shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

<u>Grade Classification of Employee</u>	<u>HLR 2016 Hourly Rate</u>
Principal	\$210.00
Engineer 6	165.00
Engineer 5	154.00
Engineer 4	131.00
Engineer 3	121.00
Engineer 2	109.00
Engineer 1	86.00
Technician 3	110.00
Technician 2	87.00
Technician 1	64.00
Intern/ Temp	47.00
Land Acquisition	121.00
Survey 2	112.00
Survey 1	78.00
Environmental 2	120.00
Environmental 1	57.00
Administration 2	127.00
Administration 1	72.00

2. To pay for all services stipulated under paragraph 1h of THE ENGINEER AGREES at the hourly rates stipulated herein for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The work under this section will not be subject to an upper limit due the nature of the work proposed. The scope and cost of this item will be discussed with the LA, before the ENGINEER begins this work.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 1 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

#### **IT IS MUTUALLY AGREED**

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
4. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions

or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois,  
acting by and through its County Board

ATTEST:

By Kathy Michael  
County Clerk

By [Signature]

(SEAL)

Title: Chairperson, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.  
3085 Stevenson Drive, Suite 201  
Springfield, Illinois 62703-4269

ATTEST:

By Joseph W. Frazier

By [Signature]  
Vice President

(SEAL)

## **EXHIBIT A**

HAMPTON, LENZINI AND RENWICK, INC.

### **SPECIAL PROVISION FOR EMPLOYMENT PRACTICES**

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

#### **I. SELECTION OF LABOR**

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

#### **II. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.



## **EXHIBIT A**

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

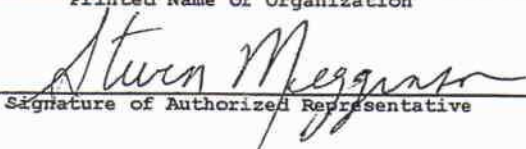
- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (1) abide by the terms of the statement; and
  - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
  - b. the grantee's or contractor's policy of maintaining a drug free workplace;
  - c. any available drug counseling, rehabilitation and employee assistance programs; and
  - d. the penalties that may be imposed upon an employee for drug violations.
3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.  
Printed Name of Organization

  
Signature of Authorized Representative

Steven W. Megginson, Vice President  
Printed Name and Title

36-2555986  
Requisition/Contract/Grant  
ID Number

9/15/2016  
Date

# West Township

T21N T22N R5E

0 0.2 0.4 0.8 1.2 1.6 Miles

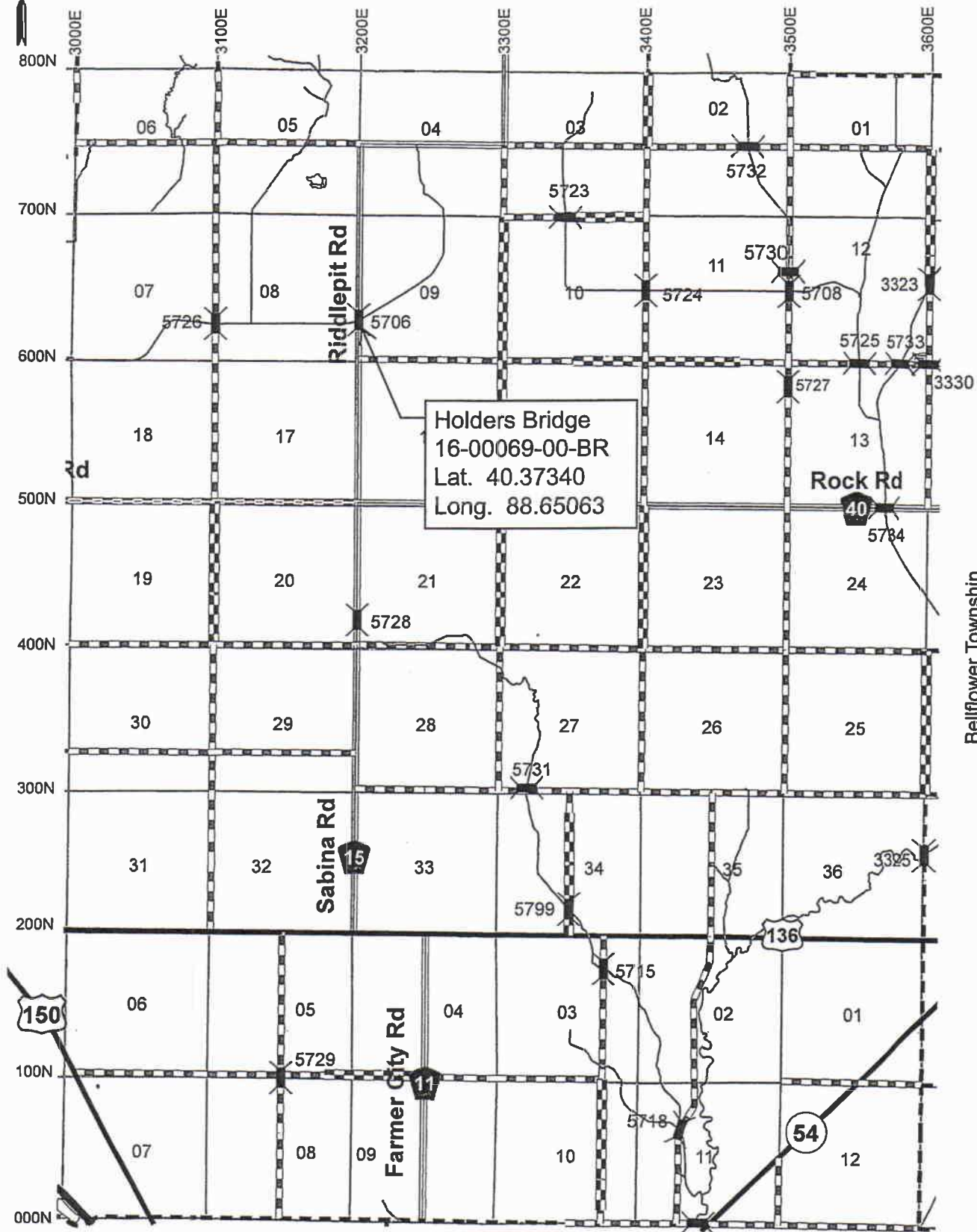
1 inch equals 1 mile

Arrowsmith Township



Empire Township

Bellflower Township



Dewitt County

020-3105

Bridges	<b>Road Surface Type, Maintained By</b>	Dirt, Township	Town of Normal	Surrounding Township Roads	Hotmix - County	Sections
Streams	Holmix - Township	Holmix - McLean County	Other Town of Village	Highways	Oil & Chip - County	Townships
<b>RoadCenterline</b>	Oil & Chip - Township	Oil & Chip - McLean County	State	Private	Lakes	corp limits final
	Gravel - Township	City of Bloomington	Surrounding County			

## PRELIMINARY ENGINEERING SERVICES AGREEMENT

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	<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County:	McLean / Tazewell	Name: Hampton, Lenzini and Renwick, Inc.
Township:	Mount Hope / Hittle	Address: 3085 Stevenson Drive, Suite 201
Section:	16-24120-00-BR / 16-09122-00-BR	City: Springfield
		State: Illinois, 62703

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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

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### SECTION DESCRIPTION

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Name Britt Bridge Length 0.10 mile

Structure No. 057-5204 (Existing)

Location McLean Road/ TR 4 over Sugar Creek Branch  
Section 19 T 22 N, R 1 W, 3<sup>rd</sup> P.M., 5 miles northwest of McLean

Description: Design and plan preparation of 3 span concrete slab bridge and improved HMA roadway approaches.

### DEFINITION

DEPARTMENT..... Illinois Department of Transportation

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## AGREEMENT PROVISIONS

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### THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
  - a.( X ) Make such detailed surveys as are necessary for the preparation of detailed roadway plans. Use section corners with GPS coordinates provided by YLB, Inc. for all field surveys.
  - b.( X ) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.( ) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.( X ) Prepare Army Corps of Engineers Permit, ~~Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.~~
  - f.( X ) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.( X ) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with all necessary copies of such for review and approval.
  - h.( X ) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
  - i.( ) Assist the LA in the tabulation and interpretation of the contractor's proposals.

- j.( X ) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.
  - k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
  3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
  4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

#### THE LA AGREES

1. To pay for all services stipulated under paragraphs 1a, 1b, ~~1c~~, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions.

Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1a and 1b. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The upper limit of compensation for these services listed above shall be \$40,000.



The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The hourly rate itemized herein shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

<u>Grade Classification of Employee</u>	<u>HLR 2016 Hourly Rate</u>
Principal	\$210.00
Engineer 6	165.00
Engineer 5	154.00
Engineer 4	131.00
Engineer 3	121.00
Engineer 2	109.00
Engineer 1	86.00
Technician 3	110.00
Technician 2	87.00
Technician 1	64.00
Intern/ Temp	47.00
Land Acquisition	121.00
Survey 2	112.00
Survey 1	78.00
Environmental 2	120.00
Environmental 1	57.00
Administration 2	127.00
Administration 1	72.00

2. To pay for all services stipulated under paragraph 1h of THE ENGINEER AGREES at the hourly rates stipulated herein for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The work under this section will not be subject to an upper limit due the nature of the work proposed. The scope and cost of this item will be discussed with the LA, before the ENGINEER begins this work.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 1 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

#### IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.



4. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois,  
acting by and through its County Board

ATTEST:

By Kathy Michael  
County Clerk

By John M. Matys

(SEAL)

Title: Chairperson, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.  
3085 Stevenson Drive, Suite 201  
Springfield, Illinois 62703-4269

ATTEST:

By Joseph W. Foye

By Steven M. Jorgenson  
Vice President

(SEAL)

## **EXHIBIT A**

HAMPTON, LENZINI AND RENWICK, INC.

### **SPECIAL PROVISION FOR EMPLOYMENT PRACTICES**

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

#### **I. SELECTION OF LABOR**

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

#### **II. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

## **EXHIBIT A**

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.  
Printed Name of Organization

Steven W. Megginson  
Signature of Authorized Representative

Steven W. Megginson, Vice President  
Printed Name and Title

36-2555986  
Requisition/Contract/Grant  
ID Number

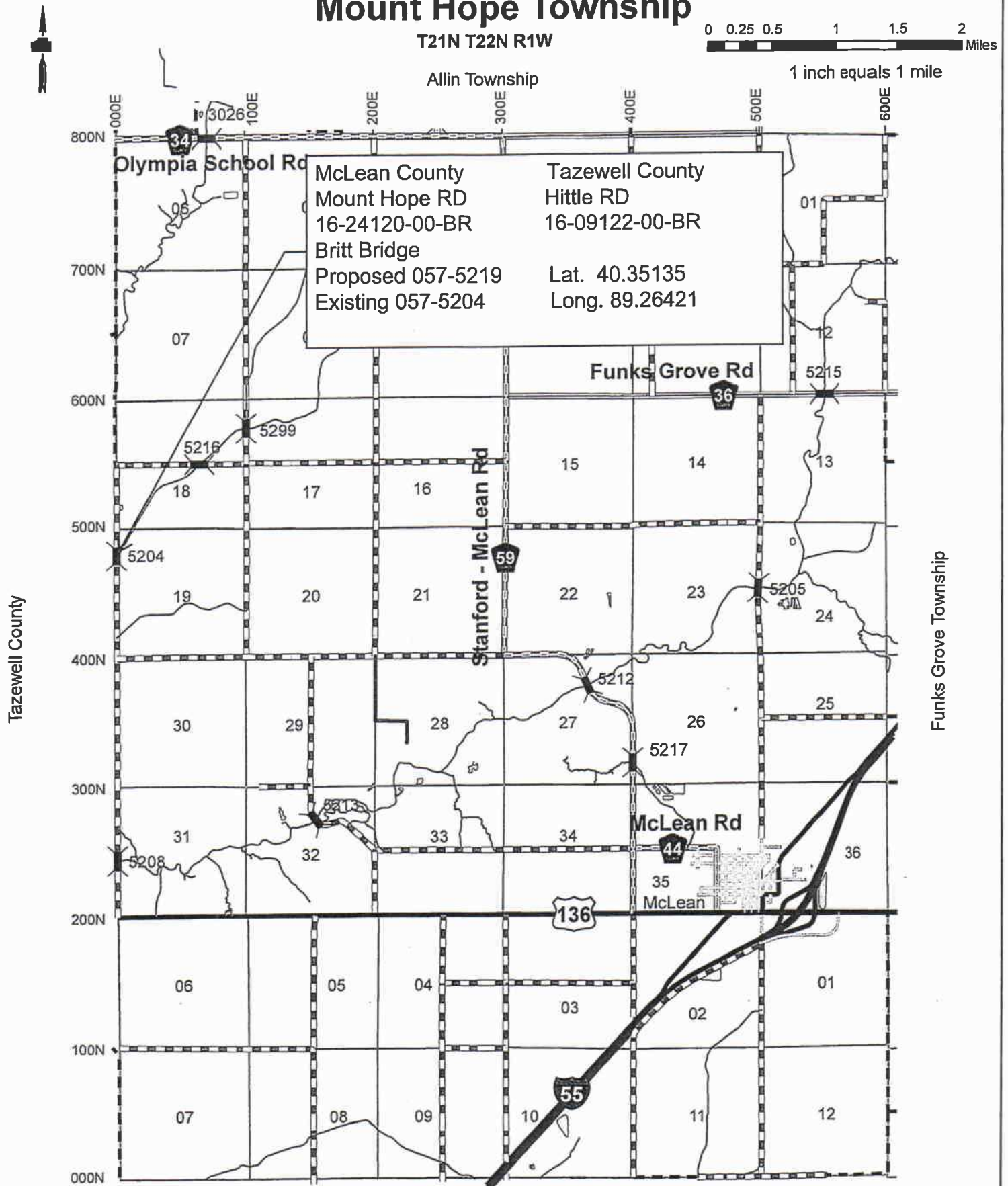
9/15/2016  
Date

# Mount Hope Township

T21N T22N R1W

0 0.25 0.5 1 1.5 2 Miles

1 inch equals 1 mile



Bridges	<b>Road Surface Type, Maintained By</b>	Dirt, Township	Town of Normal	Surrounding Township Roads	Lakes	Sections
Streams	Holmix - Township	Holmix - McLean County	Other Town of Village	State	corp limits final	Townships
<b>RoadCenterline</b>	Oil & Chip - Township	Oil & Chip - McLean County	City of Bloomington	Private		
	Gravel - Township	Surrounding County				

## FINDINGS OF FACT AND RECOMMENDATION OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of the Friends Cemetery Association, in case SU-16-04 on parcel 23-06-300-001 and part of 002. It is requesting a special use to allow the expansion of a cemetery in the Agriculture District; on property which is part of the SW ¼ of Section 6, TWP 23N, Range 4E of the 3<sup>rd</sup> PM, and is located in Dawson Township at 13289 N 2400 East Road, Ellsworth, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on October 4, 2016 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The property is used as a cemetery and a church. The area of the property on which the cemetery is proposed to be expanded to the north and south is in grass and trees. The property has approximately 580 feet of frontage on the east side of 2400 East Road (County Highway 25), an asphalt road 24 feet in width. The property is relatively flat and drains primarily to the southwest.

**SURROUNDING ZONING AND LAND USES** – The property is surrounded by land in the A-Agriculture District. The property to the north and west is used for crop production and each property contains a farm dwelling. The property to the south and east is in crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 90 out of 100 points. The site assessment score was 160 out of 200 points. The total LESA score was 250 points out of 300. A score of 230 and above means the property is of very high value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Code regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

### **STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant owns parcel 23-06-300-001 which houses the existing cemetery and a church. The applicant is proposing to expand the existing cemetery towards the north and south on parcel 23-06-300-002, an 84-acre agricultural tract that is almost entirely in crop production, that is also owned by the applicant. The applicant is proposing to use the north portion first which will have a total of 960 graves.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby property that is currently used for crop production will continue to be desirable for such use. One



farm dwelling is located north and another to the west of the subjected property. The proposed expansion will not likely diminish property values in the vicinity.

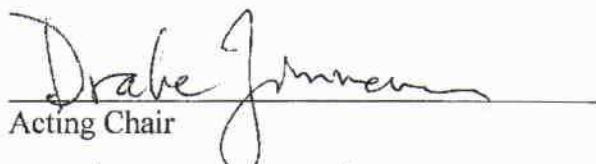
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use. The surrounding properties that have farm dwellings on them will continue to be desirable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 580 feet of frontage on the east side County Highway 25. The applicant has obtained approval from the County Health Department for this expansion.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrances.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met. One of the objectives that the Agriculture District is intended to accomplish is stated as follows: "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial, and industrial areas is most desirable".
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the District in which it is located.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Code.

Therefore, this Board recommends that a special use be granted on the property described above to allow the expansion of a cemetery in the Agriculture District, provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE** - The roll call vote was six members for the motion to recommend granting, none opposed and Members Rudolph, Turner and Judd were absent.

Respectfully submitted by the McLean County Zoning Board of Appeals

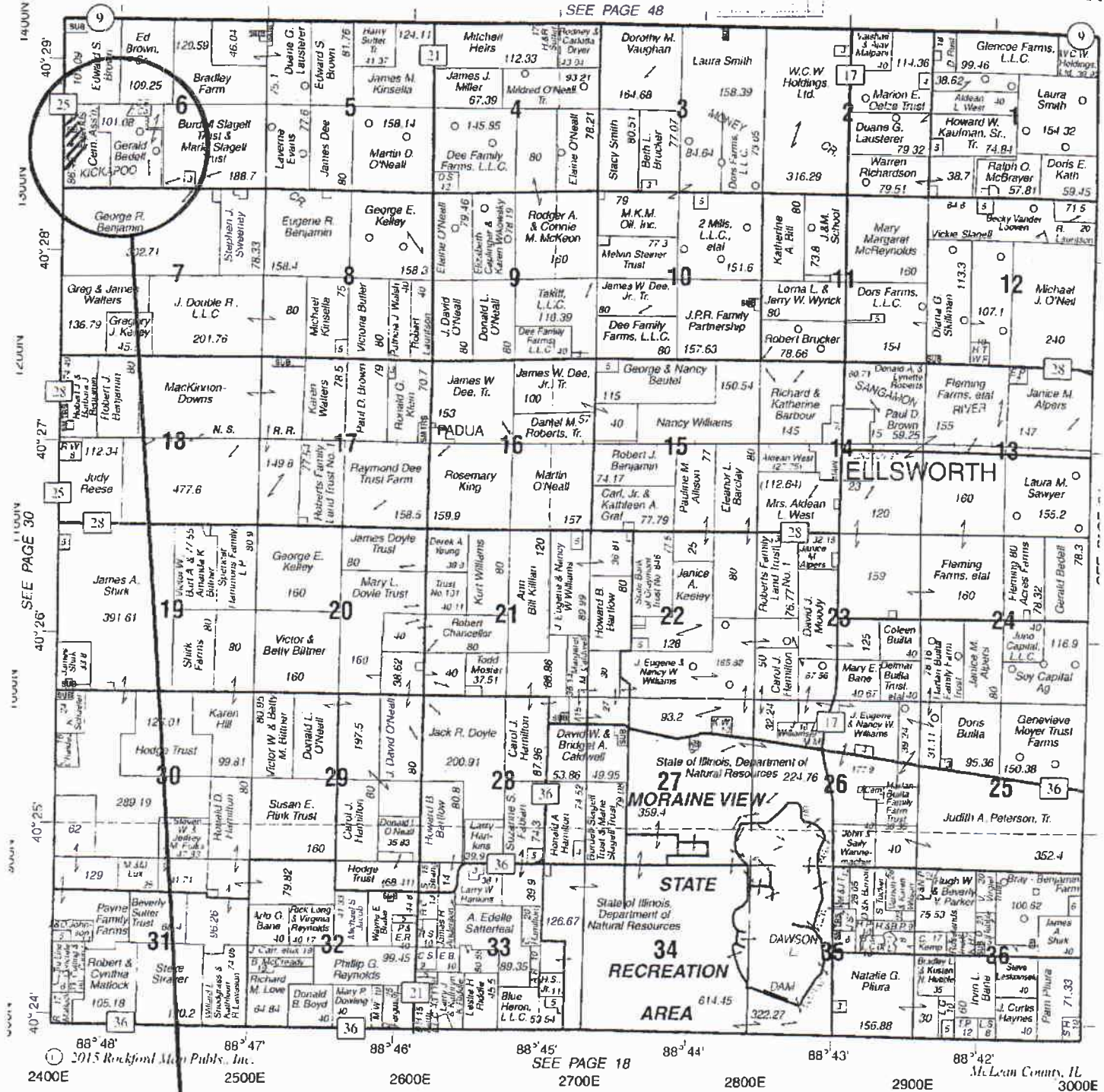
  
Acting Chair  
6 OCT 2016  
Date

Drake Zimmerman, Acting Chair  
Rick Dean, Alternate Member  
James Finnigan  
Brian Bangert  
Michael Kuritz  
Chris Carlton, Alternate Member

# DAWSON

# T.23N.-R.4E.

SEE PAGE 48



Att 1.  
S4-16-04  
Friends Cemetery Association

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Custom Structures, Inc., for owner Brandt Consolidated, Inc., in case SU-16-05 on parcel 11-24-151-002. It is requesting to amend and expand special use SU-90-10 for a fertilizer distribution plant and agriculture seed sales in the Agriculture District; on property which is part of the NW ¼ of Section 24, TWP 25N, Range 6E of the 3<sup>rd</sup> PM, and is located in Cropsey Township at 22631 N 4100 East Road, Cropsey, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on October 4, 2016 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The use of the property is a fertilizer distribution plant. The applicant proposes to build a seed sales warehouse to the south of the existing building and storage tanks. The property has approximately 650 feet of frontage on the east side of 4100 East Road (County Highway 1), an asphalt road 24 feet in width. The property is relatively flat and drains to the south.

**SURROUNDING ZONING AND LAND USES** – The property to the north is in the Agriculture District. The property to the east and west is in part in the Agriculture District and in part in the R-1 Single Family Residence District. The property to the south is in the R-1 Single Family Residence District. The property to the north is in part occupied by a single family residence and in part used for crop production. The property to the east and south across the railroad tracks in in crop production. The property across the road to the west is in crop production.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Code regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant currently operates a fertilizer distribution business on the subject property which was originally approved in 1985 in special use case SU-85-12. An expansion of the facility was approved in 1990 in special use case SU-90-10. The business provides fertilizer, crop protection chemicals and seed to local farmers. On the property there is an office, a warehouse, a scales, a mixing area, a loading area and storage and anhydrous ammonia tanks. Due to recent business growth, the applicant is proposing to build a seed storage warehouse. This warehouse will be used for storage and delivery of packaged seed corn and soybean seed. The Zoning Ordinance was amended on June 17, 2008 which added Agricultural Seed Sales to the use standard for Fertilizer Distribution Plants. The applicant states that the addition will allow Brandt Consolidated, Inc. to continue to operate near Cropsey and employ area residents.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Surrounding properties that are in crop production will continue to be suitable for such use. The nearby



property that has a single family residence on it will continue to be desirable for such use. There is a landscape buffer adjacent to the residential property to the north.

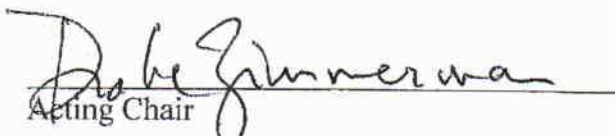
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The surrounding properties that are in crop production will continue to be suitable for such use. The nearby property that has a single family residence on it will continue to be desirable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 650 feet of frontage on the east side of County Highway 1. The applicant has obtained approval from the County Health Department for this proposed facility. The applicant will also provide storm water detention for this facility as part of the building permit process.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrances.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met. One of the objectives that the Agriculture District is intended to accomplish is stated as follows: "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial, and industrial areas is most desirable".
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Code.

Therefore, this Board recommends that a special use be granted on the property described above to amend and expand special use SU-90-10 for a fertilizer distribution plant and agriculture seed sales in the Agriculture District, provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

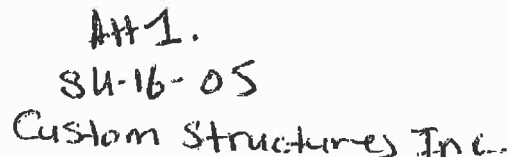
**ROLL CALL VOTE** - The roll call vote was six members for the motion to recommend granting, none opposed and Members Rudolph, Turner and Judd were absent.

Respectfully submitted by the McLean County Zoning Board of Appeals

  
Acting Chair  
6 Oct 2016  
Date

Drake Zimmerman, Acting Chair  
Rick Dean, Alternate Member  
James Finnigan  
Brian Bangert  
Michael Kuritz  
Chris Carlton, Alternate Member

LIVINGSTON COUNTY



**McLean County Department of Building and Zoning**

**SUBDIVISION STAFF REPORT**  
**LAND USE AND DEVELOPMENT COMMITTEE**

**CASE NUMBER S-16-15**

**1. REFERENCE:**

- a. Meeting date: October 6, 2016
- b. Subdividers' names: Aron and Melissa Klein
- c. Subdivision name: Lot 30, Old Town Timber Subdivision First Addition

**2. LOCATION, LAND USE AND REQUEST:**

- a. Property location: 10167 Wolf Hill Road, Bloomington, IL
- b. Township: Old Town Township
- c. Parcel number: 22-28-102-007
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: To vacate a portion of the front setback area of Lot 30 in the Old Town Timber Subdivision First Addition. The applicants plan to build a detached garage in part of the front setback area to be vacated.
- f. Existing land use: Vacant

**3. DIMENSIONS AND REVIEW:**

- a. Size of Parcel: Lot 30 is 2.5 acres in area.
- b. County Health Department: Recommends approval of the front setback vacation plat of Lot 30, Old Town Timber Subdivision First Addition.
- c. County Highway Department: Recommends approval of the front setback vacation plat of Lot 30, Old Town Timber Subdivision First Addition.

Staff recommends that the front setback vacation plat of Lot 30 should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

# SETBACK VACATION PLAT

LOT 30 IN OLD TOWN TIMBER SUBDIVISION FIRST ADDITION  
PART OF THE SW1/4 OF SECTION 21 & PART OF THE NW1/4 OF SECTION 28,  
ALL IN T23N, R3E, 3PM., MCLEAN COUNTY, ILLINOIS

## Surveyor's Certificate

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of the facts and that the same were made under my direction for Hoffman Oiler Construction, LLC.



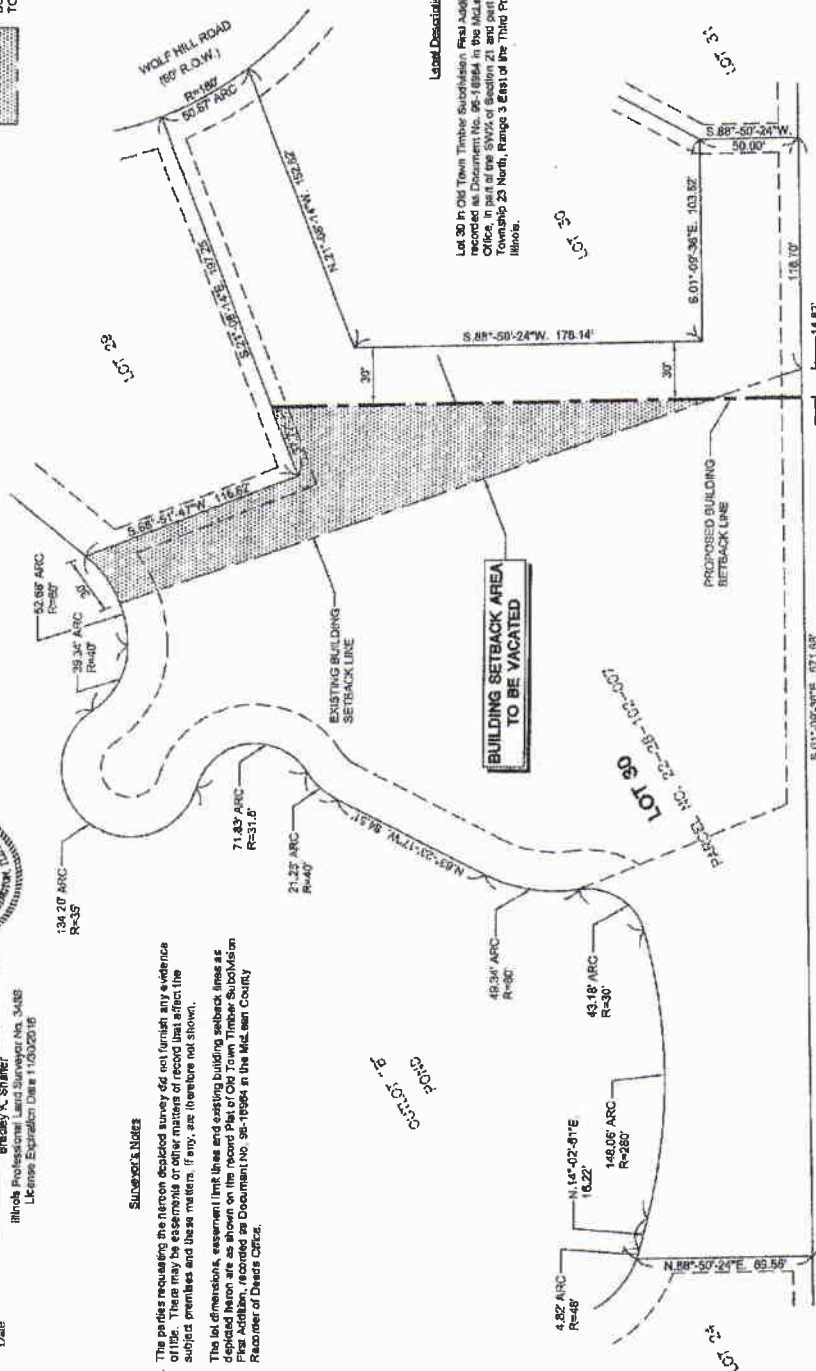
**Surveyor** Bradley K. Shaffer  
Illinois Professional Land Surveyor No. 3488  
License Expiration Date 12/31/2016

Date

**LEGEND**  
--- EXISTING BUILDING SETBACK LINE  
--- PROPOSED BUILDING SETBACK LINE  
--- EASEMENT LIMITS LINE  
--- BUILDING SETBACK AREA  
--- TO BE VACATED



Scale: 1"=40'



## Label Description

Lot 30 in Old Town Timber Subdivision First Addition, according to the Plat thereof recorded as Document No. 98-18864 in the McLean County Recorder's Office, is part of the SW1/4 of Section 21 and part of the NW1/4 of Section 28, all in Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

- Surveyor's Notes**
1. The parties requesting the herein depicted survey did not furnish any evidence of the building setbacks or easement limits or other matters of record that affect the subject premises and these matters, if any, are therefore not shown.
  2. The lot dimensions, easement limits lines and existing building setback lines as depicted hereon are as shown on the record Plat of Old Town Timber Subdivision First Addition, recorded as Document No. 98-18864 in the McLean County Recorder's Office.

<b>SETBACK VACATION PLAT</b> <b>LOT 30 OLD TOWN TIMBER SUB.</b> <b>FIRST ADDITION</b> <b>MCLEAN COUNTY, ILLINOIS</b>		<b>1</b> <small>of 1</small>
<b>Lewis, Yockey &amp; Brown, Inc.</b> <b>Consulting Engineers &amp; Land Surveyors</b> Professional Design Firm Registration #184.000806 505 North Main Street, 222 East Center Street, 155 South Elm Street Bloomington, Illinois O'Leary, Illinois O'Brien, Illinois Ph. (309) 838-2352 Ph. (309) 962-8151 Ph. (309) 327-2552		



ORDINANCE OF APPROVAL  
OF FRONT SETBACK VACATION PLAT

Front Setback Vacation Plat of Lot 30 in the Old Town Timber Subdivision First Addition  
File S-16-15

WHEREAS, Aron and Melissa Klein have requested to vacate a portion of the front setback area of Lot 30 in the Old Town Timber Subdivision First Addition, file number S-16-15, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, a public hearing on said front setback vacation plat was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and


WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat; now, therefore,

BE IT ORDAINED that the said vacation plat to vacate a portion of the front setback area of Lot 30 in the Old Town Timber Subdivision First Addition is hereby approved.

Adopted by the County Board of McLean County, Illinois this 18<sup>th</sup> day of October, 2016

ATTEST:

APPROVED:

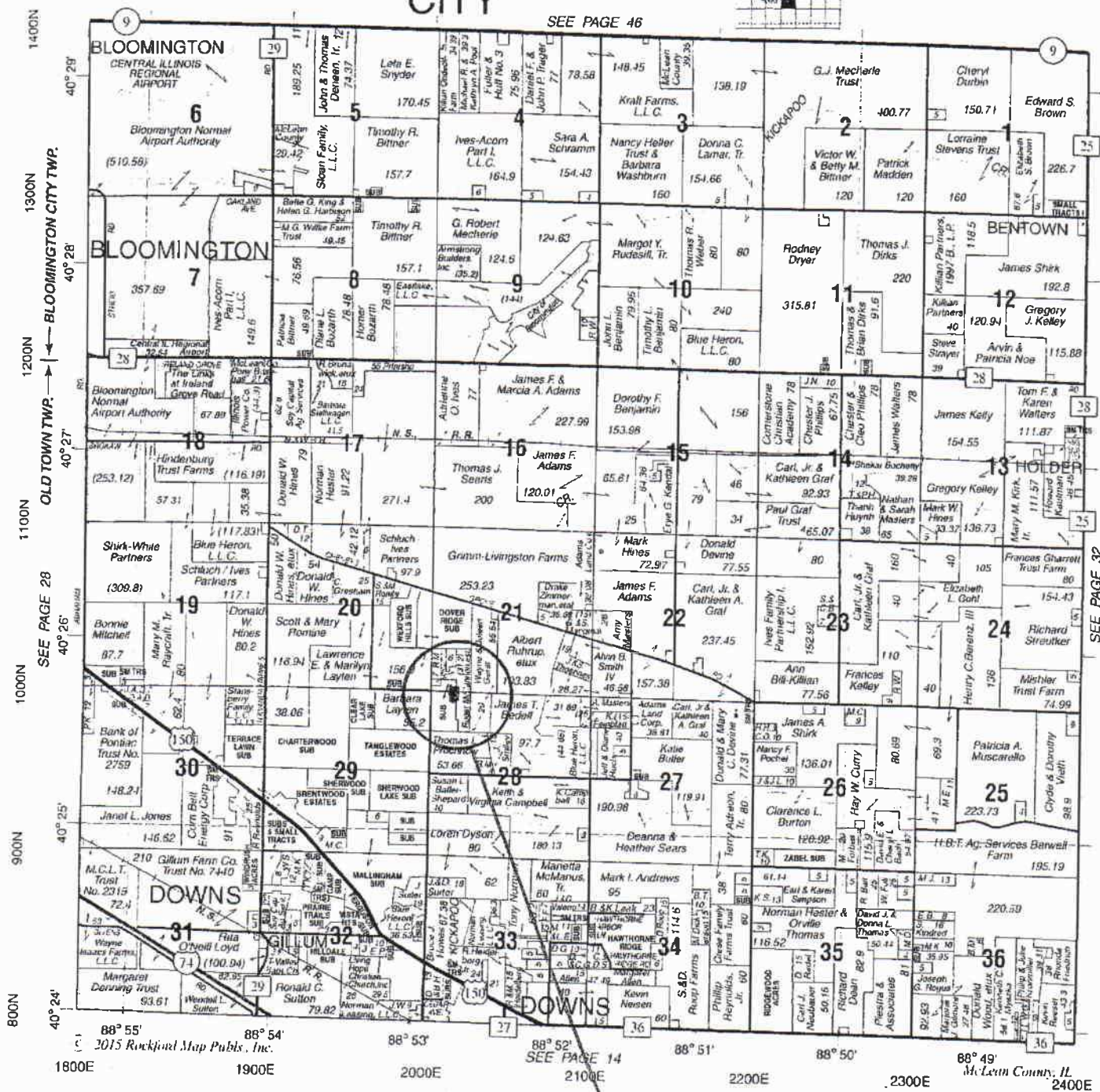
  
Kathy Michael, County Clerk  
McLean County, Illinois

  
John McIntyre, Chair  
McLean County Board

# OLD TOWN SOUTHEAST PART BLOOMINGTON CITY

T.23N.-R.3E.

SEE PAGE 46



Site  
 Lot 30 Old Town Timber Sub.  
 Case S-16-15

APPROPRIATION TRANSFER ORDINANCE  
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2016  
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN  
REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE  
HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE **County Board of McLean County, Illinois**  
THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE  
THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

Justice Committee

FUND 0140  
DEPT 0015  
PGM 0014

Circuit Clerk Automation Fund  
Circuit Clerk  
Automation

DECREASE FROM:	ACCOUNT TITLE	AMOUNT	INCREASE TO:	ACCOUNT TITLE	AMOUNT
0621.0005	Computers under \$1,000	996	0621.0001	Non-major equipment	996
		<u>996</u>			<u>996</u>

Health Committee

FUND 0102  
DEPT 0061  
PGM 0062

Dental Sealant Grant  
Health Department  
Personal Health Services

DECREASE FROM:	ACCOUNT TITLE	AMOUNT	INCREASE TO:	ACCOUNT TITLE	AMOUNT
0752.0001	Dental Services	4,628	0833.0002	Purch/Computer Equip	4,628
		<u>4,628</u>			<u>4,628</u>

FUND 0112  
DEPT 0061  
PGM 0067

Health Fund  
Health Department  
Health Promotion

DECREASE FROM:	ACCOUNT TITLE	AMOUNT	INCREASE TO:	ACCOUNT TITLE	AMOUNT
0706.0001	Contract Services	5,547.00	0832.0002	Purch/Computer Equip	5,547.00
		<u>5,547</u>			<u>5,547</u>

DEPT 0061  
PGM 0111

Health Department  
TB Care & Treatment Program

DECREASE FROM:	ACCOUNT TITLE	AMOUNT	INCREASE TO:	ACCOUNT TITLE	AMOUNT
0760.0001	Contingent	298.00	0832.0002	Purch/Computer Equip	298.00
		<u>298</u>			<u>298</u>

Finance Committee

FUND 0001  
DEPT 0032  
PGM 0065

General Fund  
Animal Control  
Animal Control

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0624.0001	Cleaning Supplies	1,000	0744.0001	Maint. Buildings/Grounds	9,385
0625.0001	Building/Grounds/Equip Supply	4,000	0706.0001	Contract Services	5,882
0608.0001	Gas/Oil	2,500	0607.0001	Food	294
0612.0001	Books/Videos	834	0620.0001	Operating/Office Supplies	1,800
0621.0001	Non-major Equip	500	0743.0001	Radio/Comm Equip	1,200
0628.0001	Copy Exp.	280	0757.0002	Emp. Med. Exp	325
0629.0001	Letterhead/Printed Forms	275	0709.0001	Garbage disposal	615
0630.0001	Postage	275			
0701.0001	Advertising/Legal Notices	2,437			
0742.0001	Vehicle Maint Repair	600			
0622.0001	Medical & Nursing Supplies	1,800			
0741.0001	Office Equip/Furniture Maint	650			
0719.0001	Gen Liab Ins.	150			
0790.0004	Equip. Rental	600			
0793.0001	Travel Exp	500			
0795.0002	Gas Service	2,500			
0773.0001	Non-contractual Services	600			

19,501

19,501

ADOPTED BY THE County Board of McLean County, Illinois  
THIS 18th DAY OF October, 2016

  
\_\_\_\_\_  
CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK, MCLEAN COUNTY





## **Facilities Management**

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

To: The Honorable Chairman and Members of the Property Committee  
Mr. Bill Wasson, County Administrator

From: Jack E. Moody, CFM,  
Director, Facilities Management

Date: September 14, 2016

Subj: **Maintenance Coverage of County Platform Lifts**

In accordance with ASME A17.1-2013/CSA B44-13, under subparagraph 8.6.1.2.1 General Maintenance Requirements, which is followed by the Office of the Illinois State Fire Marshal, Elevator Safety Division, the three platform lifts (wheelchair lifts) located at Government Center (2 on the first floor), and at the McLean County Museum of History (one on the third floor), must now be covered by a maintenance agreement for routine lube and inspection. Up to recently platform lifts were not required to be covered by such agreement. A recent change in regulations now requires this. These wheelchair platform lifts are rarely used by staff or members of the public, but are available for use when desired or required.

Attached, are two proposals Facilities Management Department obtained to satisfy this requirement. One is from KONE Elevator Co. who proposes to perform a semi-annual inspection and routine preventive maintenance of all three lifts for \$918.00 per year. The second proposal is from Lifts of Illinois, Inc. for \$1,050.00 per year for the same service.

Lifts of Illinois originally installed these lifts and in fact is the firm we contact should a lift need servicing. This firm has familiarity with the equipment and stocks the needed repair parts and electronic circuits for making timely repairs. All three lifts are annually inspected and certified with the state of Illinois and current up-to-date Illinois state elevator certificates are duly posted at each location.

Mr. Don Knapp, Civil Assistant States Attorney, has reviewed the matter and determined that our approach to this is required and valid.

Because Lifts of Illinois is the firm who installed these lifts and now maintains them for us, we would like to recommend this firm to satisfy this state requirement.

Thank you for your kind consideration of this matter.

# PREVENTATIVE MAINTENANCE AGREEMENT

AUTHORIZED WHEEL-O-VATOR DEALER			OWNER		
Name Lifts of Illinois, Inc.			Name McLean County Government		
Address 415 W. Front St., P. O. Box 289			Address P.O. Box 2400		
City Roanoke	State IL	Zip 61561	City Bloomington	State IL	Zip
Telephone (800)835-5438 or (309)923-7450			Telephone 309-588-5098		
Contact Jay Braker			Contact Jack Moody		

Model Number: BC-72 / CDE-42 / CDE-42

Location (if applicable): Government Center 115 E. Washington St. South Side / Government Center 115 E. Washington St. East Side / McLean County Hist. Museum 200 N. Main St.

Serial Number(s): 83822 46815-1 14541

Period Covered: November 1, 2016, to October 31, 2017

Number of Inspections Per Year: 2

Annual Cost: \$1,050<sup>00</sup>

## Services Provided:

1. Clean and lubricate as required. Check hydraulic levels (if applicable)
2. Check electrical and/or mechanical operation and make minor adjustments as necessary.
3. Recommend repairs or replacement of parts needed to ensure reliable operations.
4. Test the operation of the product(s).
5. See attached checklist

Authorized Dealer

Jane Helton 9/13/16  
Name Date

Customer

John McIntyre 10/10/16  
Name Date  
CHAIRMAN, McLean County Board

**Purchaser ("Purchaser"):**  
McLean County  
104 West Front Street  
Bloomington, IL 61702-2400

**Service Location ("Premises"):**  
Vertical Wheelchair Lifts  
Various Locations  
Bloomington, IL 61701

**KONE Inc. ("KONE")**  
Champaign-Urbana Office  
704 W. Killarney St.  
Urbana, IL 61801

## KONE Care™ Standard Agreement for Vertical Transportation ("Agreement")

McLean County
----- (Signature of Authorized Representative)
----- (Print Name)
----- Title
----- Date

Respectfully submitted,
Jeff Kneer KONE Inc.
----- (Approved by) Authorized Representative
----- Title
----- Date

### EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Vertical Wheelchair Lift
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight		
Wheel-O-Vator										3

**TENDER DATE:** 08/29/2016

**EFFECTIVE DATE:** 09/01/2016

### PRICE

\$75.00 per month payable by Purchaser annually in advance (\$900.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% increase	\$ 76.50 per month	
Quarterly in advance payment	3% increase	\$ 77.25 per month	
Monthly in advance payment	4% increase	\$ 78.00 per month	

### SCOPE OF SERVICES

KONE will provide the labor to perform 2 visits to examine and/or lubricate the following equipment areas per twelve month period.





## **Facilities Management**

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

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To: The Honorable Chairman and Members of the Property Committee  
Mr. Bill Wasson, County Administrator

From: Jack E. Moody, CFM  
Director, Facilities Management

Date: September 13, 2016

Subj: **Tenant Lease Renewals**

Enclosed, for your kind consideration are two tenant lease renewals to begin on January 1, 2017. The leases, for two tenants located at 200 W. Front Street, Bloomington, Illinois, are for the Veterans Assistance Commission and the Children's Advocacy Center (CASA)

We have budgeted in the Recommended McLean County Budget for FY 2017 the lease dollars contained in the lease renewals. Ms. Hannah Eisner, Assistant County Administrator, has reviewed these leases and deems them consistent with our standard lease agreements.

We, therefore, request and recommend approval of the Property Committee and McLean County Board.

Thank you.

JEM:  
enclosures

# **LEASE AGREEMENT**

Between

**The County of McLean**

As Landlord

And

**Veterans Assistance Commission**

As Tenant,

For

Office Space Located on the Fourth Floor of  
200 West Front Street, Bloomington, Illinois

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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to enter into a lease agreement for 1,865 s.f. of office space located on the fourth floor of the McLean County Health Department, 200 West Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2017, and terminates on December 31, 2017.
2. **Rent.**
  - a. Rent shall be **\$6,520.05** to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.
  - b. All rent payments shall be mailed to the below address:  
  

**McLean County Treasurer  
115 E. Washington Street, Mezzanine Level  
Bloomington, Illinois 61702-2400**
3. **Tenant's Use and Operation.** VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Building Common Areas.** VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the

cost of repairs and maintenance caused by intentional acts or negligence of VAC employees, agents, or clients. VAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

6. **Parking.** COUNTY shall provide no parking for VAC.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of VAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Conduct.** VAC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
9. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by VAC without the prior express written approval of COUNTY.
10. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that

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this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. **Hazardous Material.**

- a. **Prohibition.** VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,
- (i) VAC shall immediately notify COUNTY of the event;
  - (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
  - (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
  - (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.



13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.
14. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.
15. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.
16. **Assignment and Subletting.** VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

17. **Default.** If VAC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the leased premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of VAC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

18. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (7) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and

- (iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and
  - b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.
- 19. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.
- 20. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
115 E. Washington Street, Room 401  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to VAC:**

Executive Director  
Veterans Assistance Commission  
200 West Front Street, 4<sup>th</sup> Floor  
Bloomington, Illinois 61701

21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
25. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 18th day of October, 2016.

APPROVED:

VETERANS ASSISTANCE  
COMMISSION

COUNTY OF McLEAN

By: Jerry A. Vogler

By: John D. McIntyre  
Chairman, McLean County Board

ATTEST:

By: \_\_\_\_\_

By: Kathy Michael  
Clerk of the McLean County Board

VAC17.Doc

**LEASE AGREEMENT**

Between

**The County of McLean**

**as Landlord,**

**and**

**Children's Advocacy Center**

**as Tenant,**

**for**

**Office Space Located on the 5th Floor of  
200 West Front Street, Bloomington, Illinois**



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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Children's Advocacy Center (hereinafter "CAC"), as Tenant, desire to continue a lease agreement for 8,027 s.f. of office space located on the fifth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The term of this lease agreement shall commence on January 1, 2017, and terminate on December 31, 2017.
2. Tenant's Use and Operation. CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
3. Utilities. CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.
4. Building Common Areas. CAC shall be entitled to use of the Areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all

general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CAC or its Board, employees or clients. CAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. CAC shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CAC. CAC shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CAC. Such bills shall be payable within 30 days of receipt of repair invoice by CAC.

6. **Parking.** COUNTY shall provide no parking stalls for CAC, and further, CAC agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owner's expense.
7. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.
8. **Insurance and Indemnity.**
  - a. **Covenants to Hold Harmless.** CAC agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way

connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CAC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CAC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** CAC shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CAC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CAC business. CAC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CAC is given written request for same. COUNTY shall invoice CAC without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** CAC shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CAC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CAC shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the initial term of this agreement. CAC shall furnish COUNTY additional certificates of CAC's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.



- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
9. **Conduct.** CAC shall not cause or permit any conduct of employees or clients of CAC to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
10. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CAC without the prior express written approval of COUNTY.
11. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, if applicable, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CAC.



13. **Hazardous Material.**

- a. **Prohibition.** CAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** CAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CAC, its agents, employees, invitees, clients, or licensees, or by the negligence of CAC, its agents, employees, invitees, clients, or licensees,
  - (i) CAC shall immediately notify COUNTY of the event;
  - (ii) CAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
  - (iii) CAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
  - (iv) CAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) CAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** CAC expressly covenants and agrees that the duties, obligations, and liabilities of CAC under the preceding section 13(a) and 13(b) shall survive the termination of this lease, and are binding upon CAC and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CAC shall have any right in or to any award made to the other by the condemning authority.
15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CAC shall have the right to terminate this agreement, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CAC shall be appointed by reason of CAC's insolvency or inability to pay its debts, or if any assignment shall be made of CAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CAC hereunder, by giving CAC notice in writing of the election of COUNTY to so terminate.

17. **Assignment and Subletting.** CAC shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
18. **Default.** If CAC shall fail to make any payment of any invoice due to COUNTY hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CAC shall abandon or vacate the premises during the term of this lease, or if CAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
- a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.
  - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CAC's right of possession and repossess the leased premises without demand or notice of any kind to CAC, in which case COUNTY may relet all or any part of the leased premises. CAC shall be responsible for all costs of reletting. CAC shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.
  - c. Have specific performance of CAC's obligations.
  - d. Cure the default and recover the cost of curing the same being on demand.
19. **Termination; Surrender of Possession.**
- a. Upon the expiration or termination of this lease, or any extension thereof, CAC shall:
    - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph seven (8) of this lease, ordinary wear and tear excepted, remove all of its personal property

and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

- (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at CAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CAC's business and repair any damages caused by such removal.
- b. If CAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CAC or to any other person. The failure of CAC to remove any property from the leased premises shall forever bar CAC from bringing any action or asserting any liability against COUNTY with respect to such property.
20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CAC.
21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
115 E. Washington Street, Room 401  
P.O. Box 2400  
Bloomington, IL 61702-2400

**With Copies to:**

Director of Facilities Management  
McLean County  
104 W. Front Street, Suite 104  
Bloomington, Illinois 61702-2400

**If to CAC:**

Executive Director  
Children's Advocacy Center  
200 W. Front Street, 5th Floor  
Bloomington, Illinois 61701

22. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of utilities and maintenance reimbursement, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. **Partial Invalidity.** If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
24. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rates herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

Page ten

26. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 21, page eight of this agreement pertaining to all notices.
27. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 18th day of October, 2016.

APPROVED:

Children's Advocacy Center

By: 

Executive Director

ATTEST:

By: \_\_\_\_\_

COUNTY OF McLEAN

By: 

Chairman, McLean County Board

By: 

Clerk, McLean County Board

CASALease17.Doc

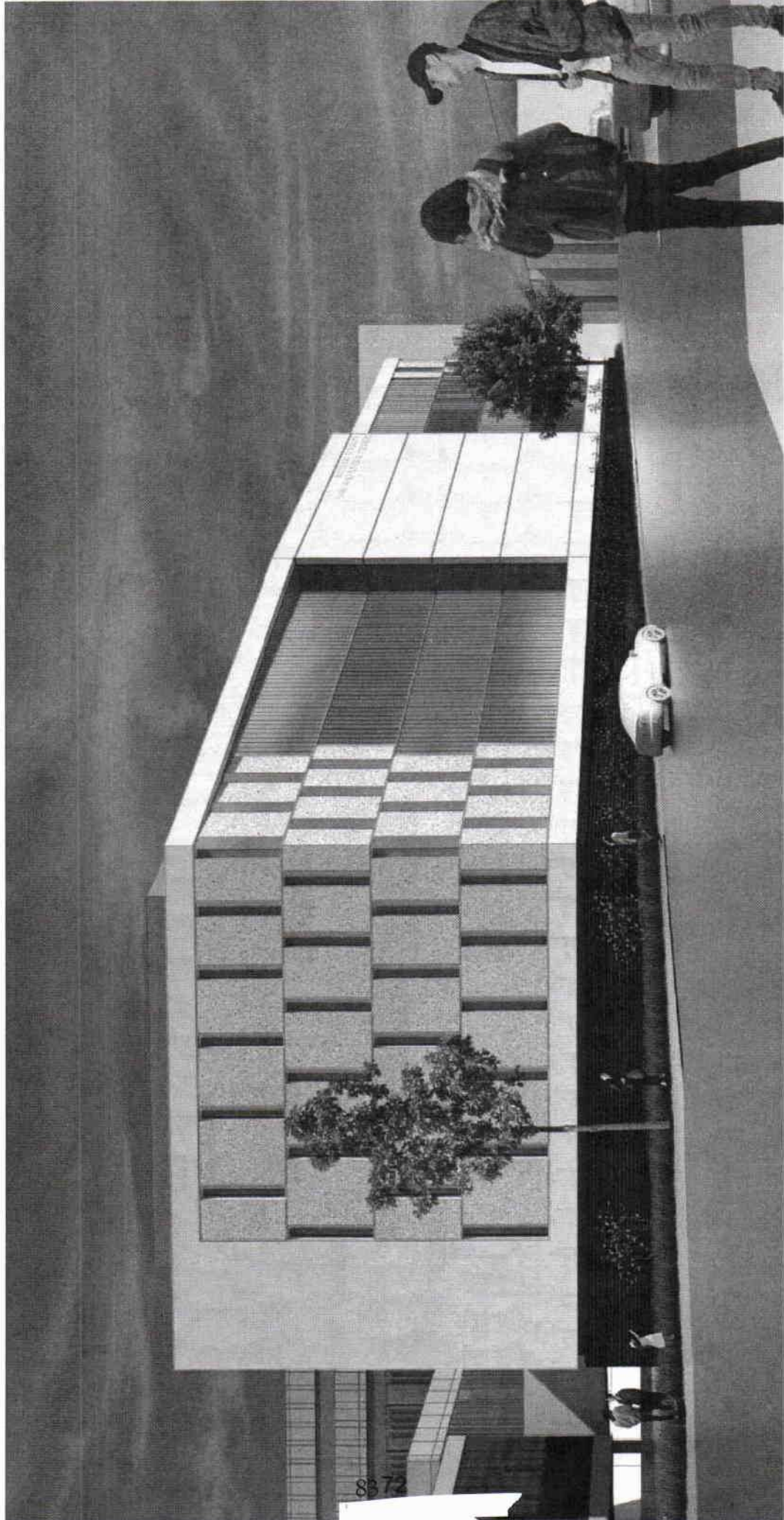




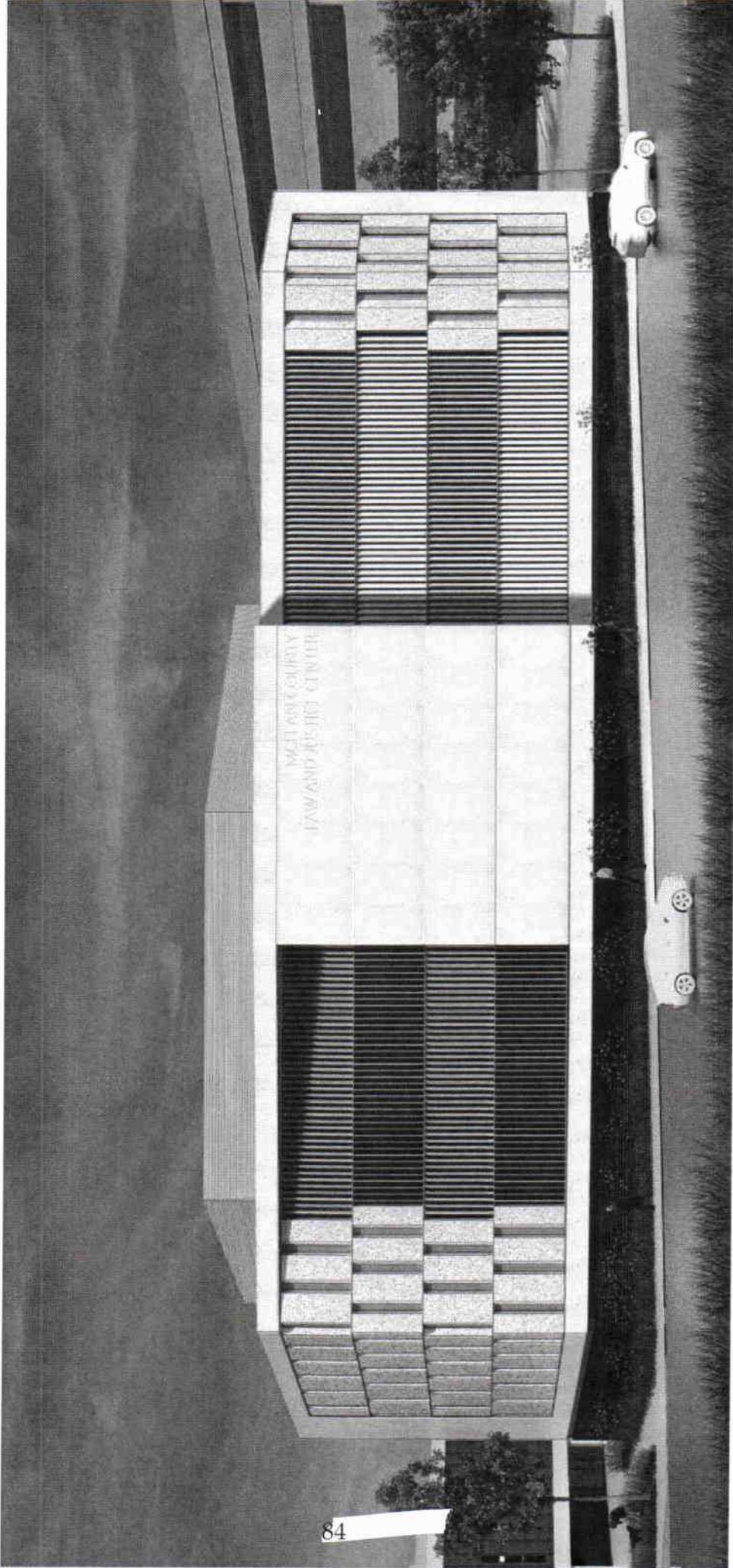
# McLean County Law and Justice Center Expansion



# SCHEME 3

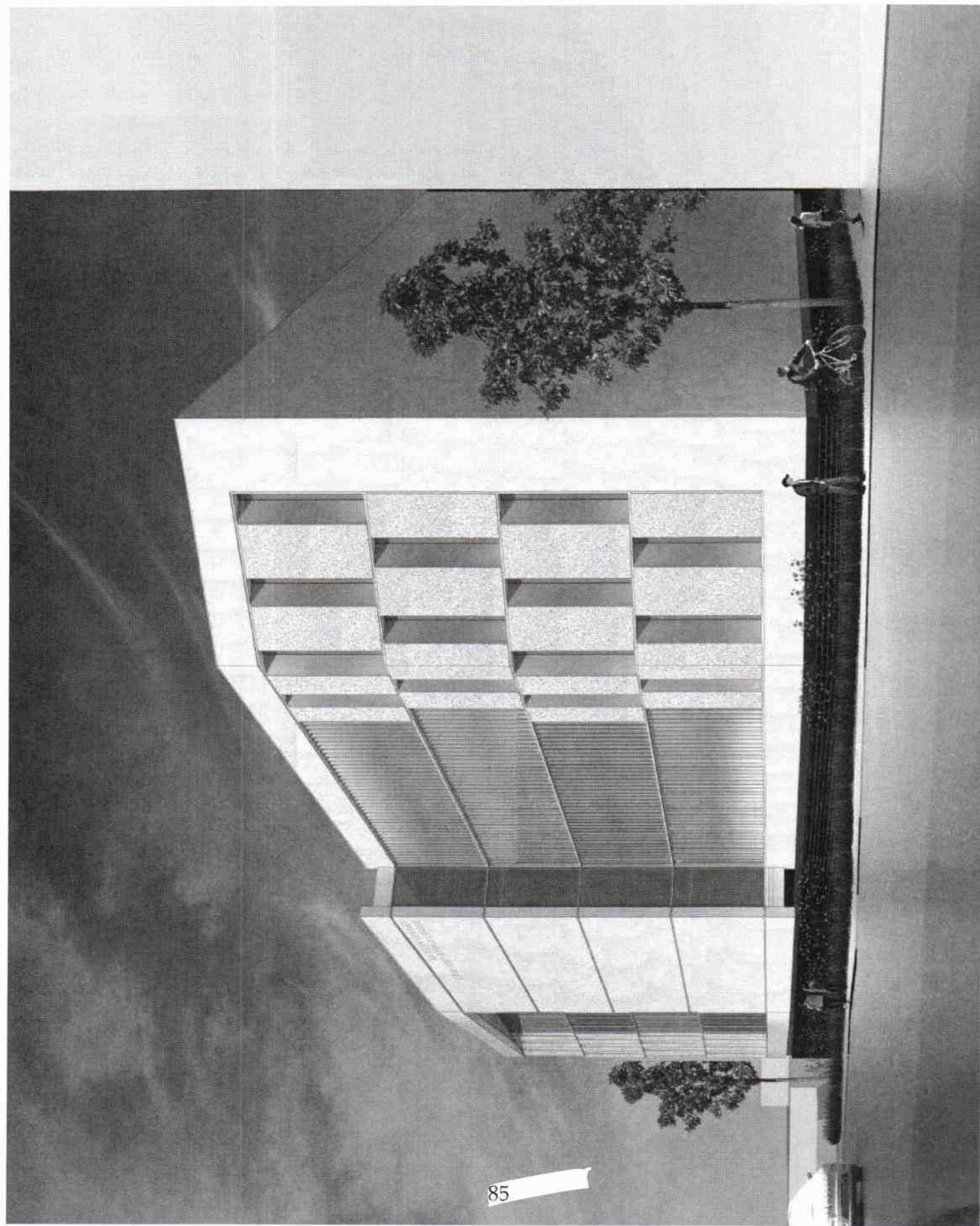


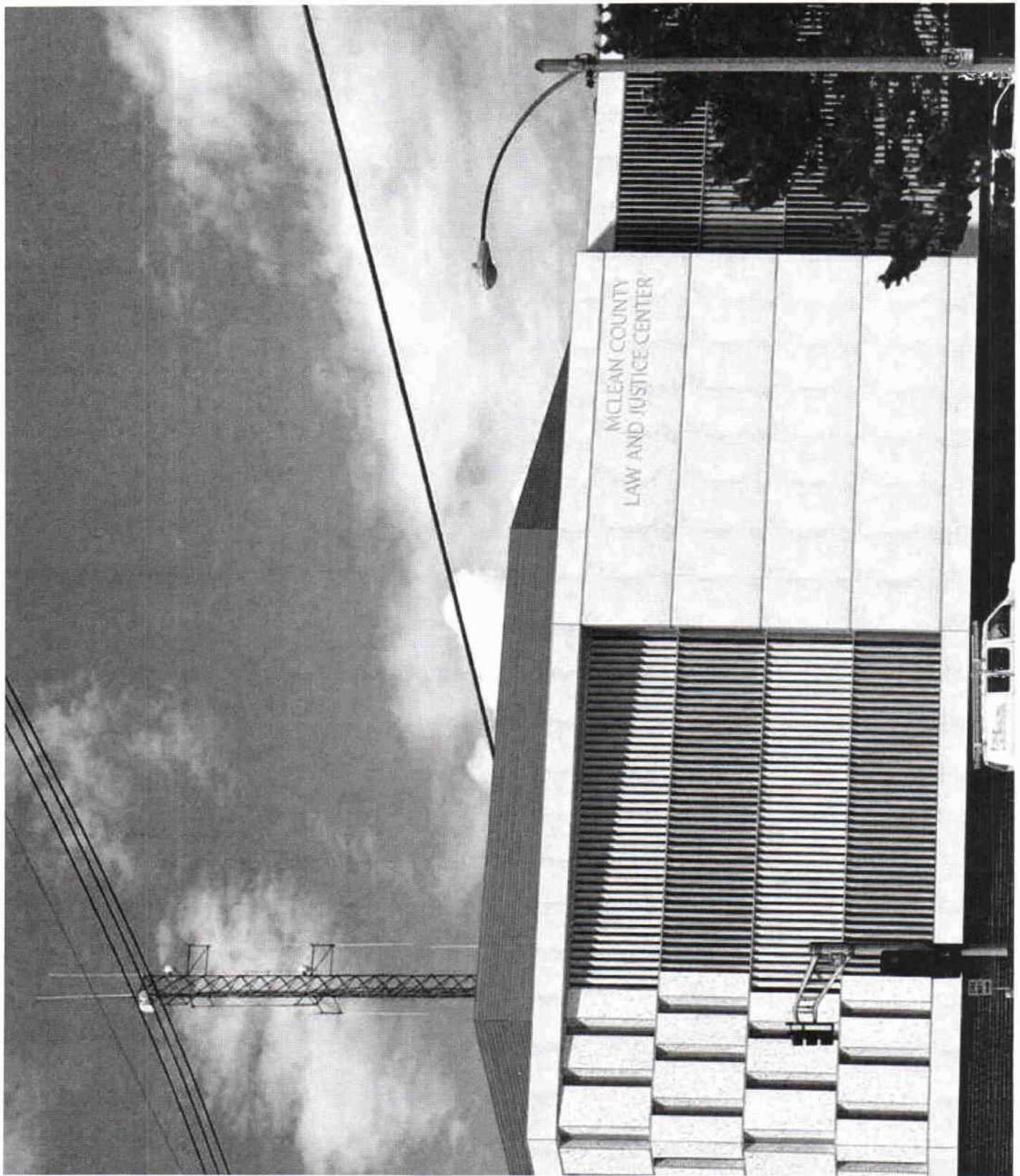
SOUTHEAST VIEW



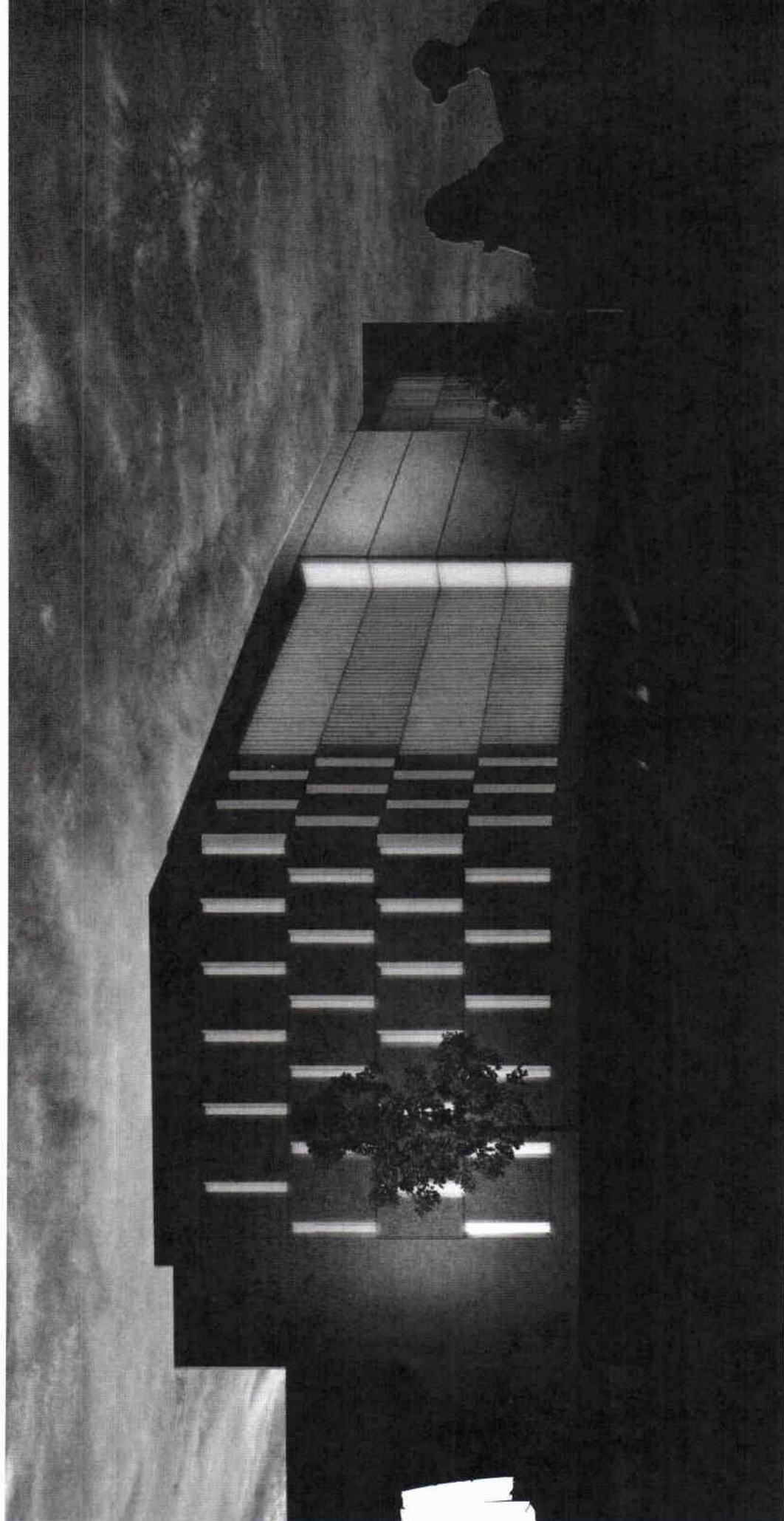
EAST VIEW





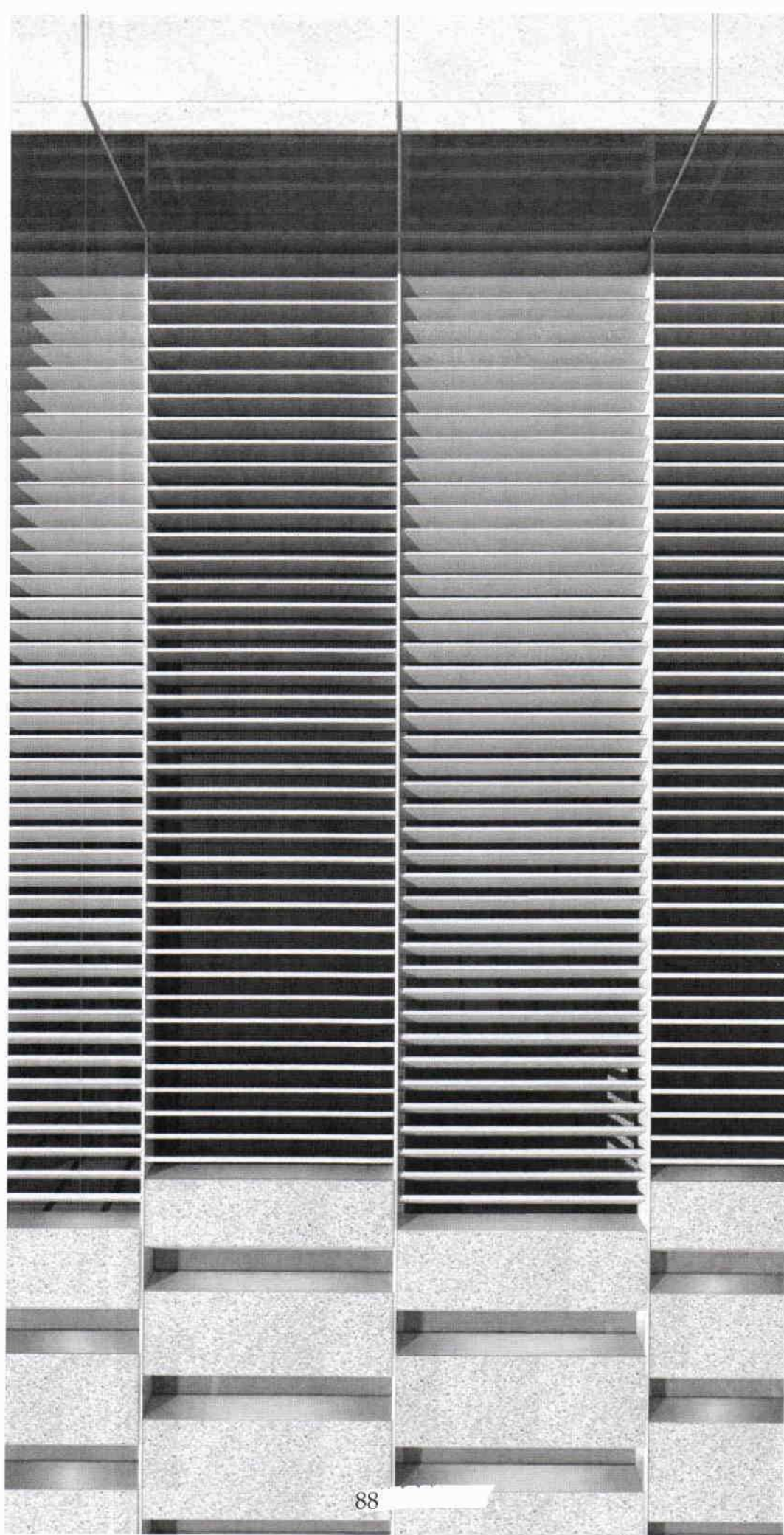




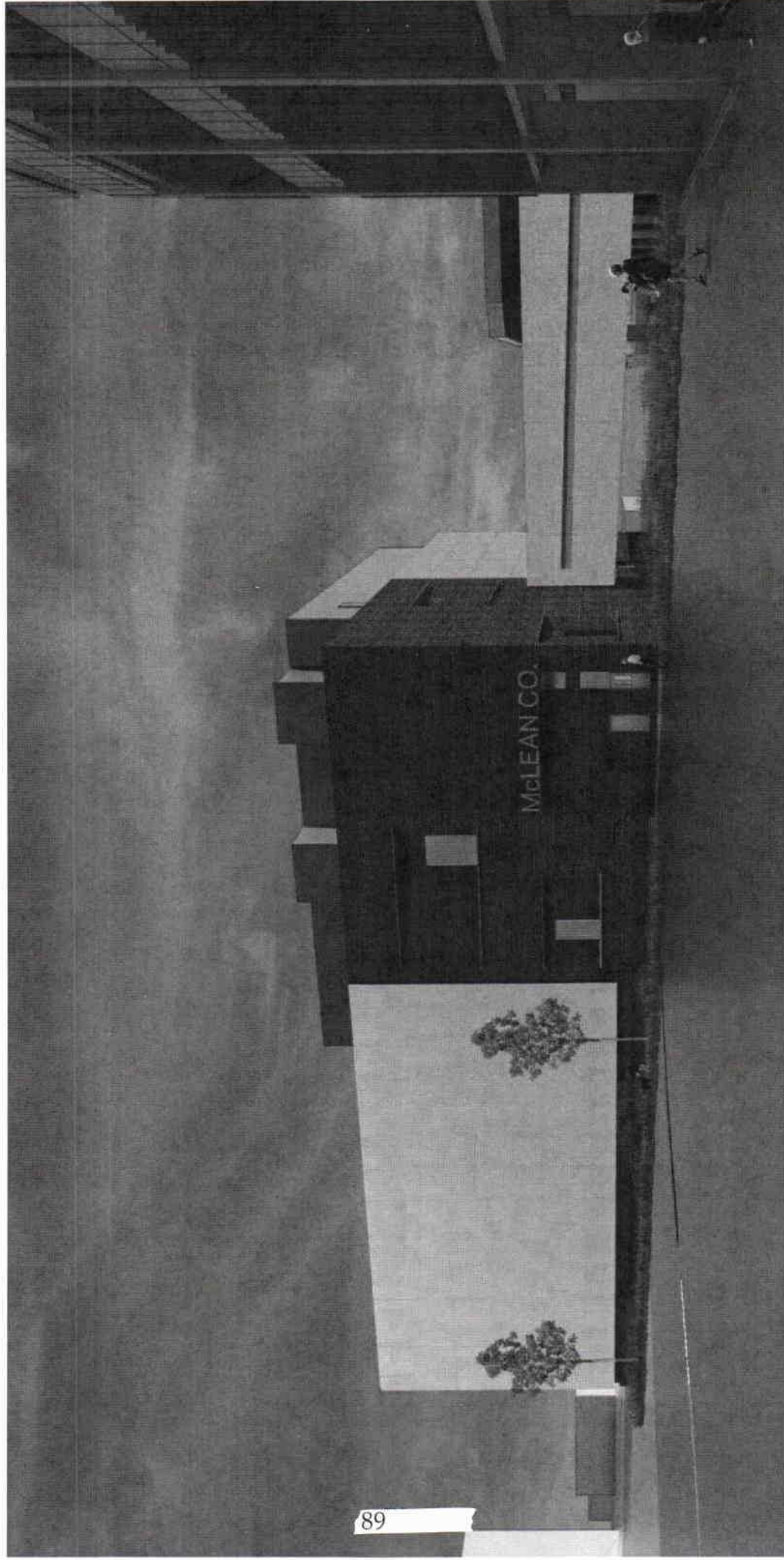


AERIAL VIEW

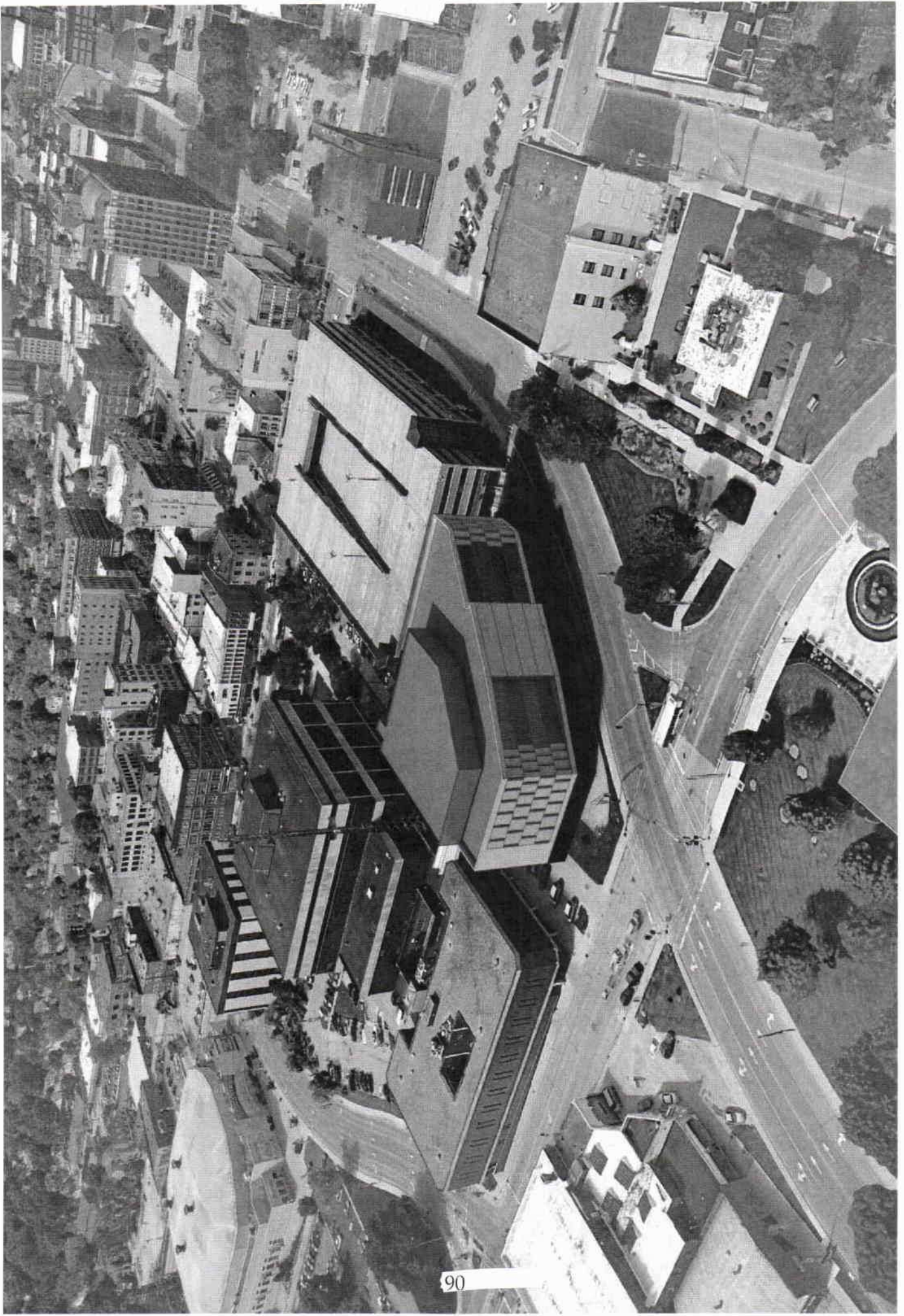
# ALUMINUM FINS











AERIAL VIEW



**Rebecca McNeil**  
**McLean County Treasurer & Tax Collector**  
**PO Box 2400**  
**115 E. Washington, M101**  
**Bloomington, IL 61702-2400**  
**PH (309) 888-5180 Fax (309) 888-5176**  
**Web: [www.mcleancountyil.gov](http://www.mcleancountyil.gov)**  
**Email: [treasurer@mcleancountyil.gov](mailto:treasurer@mcleancountyil.gov)**

Date: September 28, 2016

To: Chairman Soeldner & Members of the Finance Committee

From: Rebecca McNeil  
McLean County Treasurer & Tax Collector

RE: Deeds of Conveyance

On May 18, 1999, the McLean County Board entered into a service agreement with Joseph Meyer and Assoc. to create a Delinquent Real Estate Tax Liquidation Program. This agreement was made in conjunction with 35ILCS 200/21-90 of the property tax code. The primary goal of the program is to recover delinquent real estate taxes for the benefit of all taxing districts. The second goal is to return unproductive and abandoned parcels back to productive use and the tax assessment rolls of the County.

The County, as Trustee for the Taxing Districts, acquired tax deed to 9 parcels in 2016 because of the outstanding and unredeemed status of their sold property taxes for tax year 2012-2014. The addition of these parcels resulted in a total of 29 parcels in our surplus portfolio.

During the August 2016 Trustee Program's surplus auction, bids were received on 4 parcels. The attached resolutions, if approved, will complete the conveyance process those parcels. Proceeds from the sale were \$7,636.51 out of which \$5,162.76 will be distributed to the Taxing Districts.

I respectfully request the McLean County Finance Committee and the McLean County Board to approve a resolution to authorize the Chairman of the McLean County Board to execute a deed of Conveyance on the attached list of parcels. Approval of this resolution will eliminate the County's interest and return these parcels to the active tax rolls.

Thank you for your consideration.



## RESOLUTION



WHEREAS, The County of McLean, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

GRIDLEY TOWNSHIP

PERMANENT PARCEL NUMBER: 02-04-390-011

As described in certificates(s) : 2012-00006 sold November 2013

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Jason Cleary, has bid \$5,200.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$3,875.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$33.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,200.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$3,875.25 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18<sup>th</sup> day of October, 2016

ATTEST:

Kathy Michael  
CLERK

John D. McIntyre  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-16-001



## RESOLUTION



WHEREAS, The County of McLean, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

CHENOA TOWNSHIP

PERMANENT PARCEL NUMBER: 03-02-489-009

As described in certificates(s) : 2012-00034 sold November 2013

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Clair Carranza, Jabier Carranza, has bid \$835.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$452.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$33.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$835.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$452.00 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of October, 2016

ATTEST:

Kathy Michael  
CLERK

John P. Fudge  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-16-002



WHEREAS, The County of McLean, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

CITY OF BLOOMINGTON TOWNSHIP

PERMANENT PARCEL NUMBER: 21-04-304-027

As described in certificate(s) : 2012-00317 sold November 2013

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Michael Timbrook, has bid \$751.51 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$368.51 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$33.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$751.51.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$368.51 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18<sup>th</sup> day of October, 2016

ATTEST:

Kathy Michael  
CLERK

Robert M. Feltz  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-16-003

## RESOLUTION



WHEREAS, The County of McLean, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

CITY OF BLOOMINGTON TOWNSHIP

PERMANENT PARCEL NUMBER: 21-09-132-004

As described in certificates(s) : 2011-00415 sold November 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, BI Credit Partners, LLC, has bid \$850.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$467.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$33.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$850.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$467.00 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18<sup>th</sup> day of October, 2016

ATTEST:

Kathy Michael  
CLERK

John P. McIntyre  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-16-004

## RESOLUTION OF CONGRATULATIONS

**WHEREAS**, the McLean County Board wishes to recognize the outstanding accomplishment of Tri-Valley Elementary School in being named a 2016 National Blue Ribbon School by the U.S. Secretary of Education; and,

**WHEREAS**, Schools are nominated for the award by the state department of education, and then complete a comprehensive application about school practices; and,

**WHEREAS**, the National Blue Ribbon Schools Program honors public and private elementary, middle, and high schools where students achieve very high learning standards or are making notable improvements in closing the achievement gap; and,

**WHEREAS**, the award affirms the hard work of students, educators, families, and communities in creating safe and welcoming schools where students master challenging content; and

**WHEREAS**, Tri-Valley Elementary is one of only 279 public and 50 private schools nationwide receiving this honor; now, therefore,

**BE IT RESOLVED** by the members of the McLean County Board that the staff, students, parents and community members in the Tri-Valley District are to be congratulated on their commitment to academic excellence and Tri-Valley Elementary commended for being named a 2016 National Blue Ribbon School.

**ADOPTED** by the McLean County Board this 18<sup>th</sup> day of October, 2016.

**ATTEST:**



Kathy Michael, Clerk of the County Board  
McLean County, Illinois



John D. McIntyre, Chair  
McLean County Board

Executive Committee:  
Vice Chairman Soeldner, presented the following

RESOLUTION OF THE COUNTY BOARD  
OF THE  
COUNTY OF MCLEAN

WHEREAS, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) allows public agencies to combine, transfer and enjoy jointly the powers, privileges and functions of any other public agency of this State; and

WHEREAS, in March of 2001, numerous public agencies in McLean County sought to exercise their rights under Illinois' Intergovernmental Cooperation Act by creating an Intergovernmental Agreement for Countywide GIS Development and Maintenance; and

WHEREAS, in conjunction with the McLean County Regional Planning Commission, these agencies included the City of Bloomington, the City of Bloomington Township, the County of McLean, the McLean County Emergency Telephone System Board, and the Town of Normal; and

WHEREAS, the aforementioned agencies seek to modify their agreement to allow for mutual termination so that a new, more efficient, process and agreement can be created.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County, Illinois that the County Board Chair be authorized to sign a document amending the March of 2001 Intergovernmental Agreement for Countywide GIS Development and Maintenance in McLean County, Illinois in the form attached hereto.

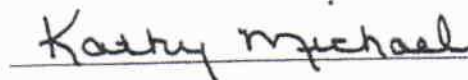
BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 18<sup>th</sup> day of October, 2016.

Attest:



John McIntyre, Chairman  
McLean County Board



Kathy Michael, County Clerk



(Additions are indicated by text and stricken material by ~~text~~)

## **INTERGOVERNMENTAL AGREEMENT FOR COUNTYWIDE GIS DEVELOPMENT AND MAINTENANCE IN McLEAN COUNTY, ILLINOIS**

This agreement sets forth the terms and conditions for the continued development and maintenance of a countywide geographic information system (GIS) by McLean County Regional Planning Commission, hereinafter referred to as the Commission, in cooperation with participating local units of government in McLean County, Illinois, hereinafter referred to collectively as the Local Governments and identified individually in Article I of this agreement.

### **ARTICLE I: LOCAL GOVERNMENTS**

The local governments which are parties to this agreement with the Commission are: the City of Bloomington (City), City of Bloomington Township (Township), County of McLean (County), McLean County Emergency Telephone System Board (ETSB), and the Town of Normal (Town).

### **ARTICLE II: PURPOSE OF AGREEMENT**

The purpose of this agreement is to provide for the transfer to McLean County Regional Planning Commission of Recorder Fee funds collected and placed in a special revenue fund by the McLean County Recorder's Office for the purpose of countywide GIS development as authorized by the McLean County Board, effective November 1, 2000, and to provide a comprehensive framework to fund the development, maintenance and enhancement of the McLean County GIS for the mutual benefits of public, quasi-public and private entities with operational interests either partially or wholly within McLean County.

### **ARTICLE III: EQUALITY OF PARTICIPATION BY LOCAL GOVERNMENTS**

The local governments which are parties to this agreement are equal partners in the McLean County GIS and share equally in the costs identified in the annual budget attached hereto, and in the benefits associated herewith, subject to possible limitations dictated by the needs for security or confidentiality and subject to the terms and conditions specified herein.

### **ARTICLE IV: LEVELS OF PARTICIPATION AVAILABLE TO OTHER ENTITIES**

The participation by additional entities shall be permitted and encouraged at all levels. Four levels of possible participation with corresponding costs, responsibilities, and benefits to be determined have been identified: 1) Full and equal participation as outlined in Article III of this agreement for government or quasi-government agencies which possess a separate and distinct governing board; 2) participation as subscribers (not parties to this agreement) to specific services or data on a continuing basis to be regularly updated by the Commission and subject to licensing agreements which may pose limitations on the use and distribution of the data by the subscribers; 3) participation as purchasers of specific data or services without any continuing commitments by either party, other than licensing restrictions on the use of the data by the purchaser; and 4) members of the general public who may eventually have access to selected McLean County GIS data without cost or obligation via the internet.

### **ARTICLE V: RESPONSIBILITIES OF THE COMMISSION**



The Commission shall perform or cause to be performed the services outlined below:

- A. Provide qualified staff at levels capable of performing the following functions:
  - 1. Develop a database structure with system-wide compatibility to facilitate departmental, interdepartmental and intergovernmental use of and conversion to GIS;
  - 2. Develop and maintain metadata for all GIS data housed at the Commission;
  - 3. Provide for the distribution of the GIS data to all members;
  - 4. Provide for the storage and backup of the master copy of all GIS data;
  - 5. Act as primary contact for data sales of both hard copy and digital;
  - 6. Develop and maintain product price lists and promotional materials;
  - 7. Administer and track license agreements;
  - 8. Provide updates for McLean County to State and Federal Government Units as needed including agencies such as the Census Bureau, USGS, IDOR, IDNR;
  - 9. Develop an intranet GIS user capability, as geographically feasible, for the parties to this agreement in order to facilitate access and use of the GIS database;
  - 10. Develop an internet GIS to make selected information from the GIS database available to the public while protecting the individuals' rights to privacy;
  - 11. Perform a leadership role in selecting independent contractors to complete specific services related to GIS which have arisen or may arise through this or other agreement, if and when said contractual services are approved by the Local Governments;
  - 12. Provide for the administration of approved contractual services related to GIS which have arisen or may arise through this or other agreement;
  - 13. Assist in providing quality control on approved contractual services related to GIS which have arisen or may arise through this or other agreement;
  - 14. Provide for the maintenance of the GIS data based on the digital updates provided by other affected parties to this agreement;
  - 15. Provide assistance to the parties to this agreement in developing GIS applications to facilitate their expanded use of and further conversion to GIS.
  - 16. Promote the increase in the number of GIS user entities as a means to more fully realize the benefits of the system throughout McLean County and to increase revenues for the support of the system;
  - 17. Prepare an annual budget for approval by the Local Governments.
  - 18. Serve as Chair of the GIS Management Committee (See Article VII.); and
  - 19. Serve as Chair of the GIS Technical Committee (See Article VII.).
- B. Provide the necessary office space, furnishings, equipment, supplies, hardware, software and technical support to facilitate performing the functions outlined in Article V.A above.
- C. Contribute to the financial support of the system as specified in Article IX and detailed in the attached annual budget.

## **ARTICLE VI: RESPONSIBILITIES OF THE LOCAL GOVERNMENTS**

The local governments shall each:

- A. Provide staff assistance in support of the functions outlined in Article V.A above as follows:
  - 1. Provide one staff person to be designated by the local agency head to serve as an active voting member of the GIS Management Committee (See Article VII.).
  - 2. Provide one staff person to be designated by each respective GIS Management

Committee member to serve as an active member of the GIS Technical Committee (See Article VII.). ( A Management Committee member may designate him or herself to serve on the Technical Committee as desired.)

3. Encourage department heads and/or their assigned staff to interact with Management and Technical Committee members through attending the regular GIS Committee meetings and through one on one contact with GIS Committee members to address specific regional, local or departmental GIS needs, subject to scheduling based on staff availability.
- B. Provide funding support in equal amounts to balance expenses not covered by other revenue sources as outlined in Article IX and detailed in the attached annual budget.
- C. Provide data updates on a regular or as needed basis to the Commission in order to maintain the master GIS dataset.
- D. Forward all requests for data sales or data distribution to the Commission except for those data used and owned exclusively by the local government.

## **ARTICLE VII: GIS COMMITTEE**

The GIS Committee shall participate in developing and maintaining the countywide system and shall include a management committee and a technical committee. The Management Committee shall serve as an advisory body to the Local Governments and shall make recommendations pertaining to policy and budgetary matters. The GIS Management Committee also shall assist in directing the activities of the GIS Technical Committee. The activities of the Technical Committee shall include focusing on the technical issues related to completing the activities outlined in Article V.A of this agreement.

## **ARTICLE VIII: ANNUAL BUDGET PREPARATION**

A budget shall be prepared by Commission staff on an annual basis and submitted to the GIS Management Committee members for consideration and subsequent recommendations to their respective Boards/Councils for approval. The fiscal period of the budget shall be July 1st through June 30th. The annual budget shall list the expenses and revenues anticipated for the coming fiscal year and shall identify the equalized funding share requested from each Local Government (See Article IX and the attached Budget Form.). The GIS budget will be prepared as part of the Commission's normal budgeting process carried out during the first quarter of each calendar year.

## **ARTICLE IX: FUNDING**

Funding shall be derived from four basic sources in the manner described as follows:

- A. The Authorized Two-Thirds of Document Recording Fees Collected by the McLean County Recorder's Office for Countywide GIS Development. In order to maximize the efficiency of Commission and Local Government operations, automatic bank transfers shall be used to transfer funds from the County special revenue fund set aside for this purpose to an account of McLean County Regional Planning Commission. The automatic transfer shall occur on a monthly basis on a regular date acceptable to the County, Commission and the affected financial institutions, subject to any possible minimum balance requirements of the transferring institution. Records of these

This agreement shall become effective on the date the last required signature has been affixed hereto (Article XV) and shall remain in effect through June 30, 2002. Furthermore, this agreement shall be renewable annually thereafter.

#### **ARTICLE XIV: TERMINATION OF AGREEMENT**

This agreement may be terminated on July 1st of any year upon at least thirty (30) days written notice to the other parties to this agreement or at any time by mutual consent of the parties. Termination by any one party shall constitute termination for all parties, and the covenants specified herein shall become null and void after the effective date of termination. Other parties to this agreement may at their discretion enter into a new agreement for the purpose of continuing the countywide GIS development and maintenance. Terminating parties agree to accept any licensing restrictions that may be in effect at the time of their termination on the use of the GIS data in their possession that were acquired through association with the parties to this agreement.

#### **ARTICLE XV: SIGNATURES**

The parties to this agreement do hereby agree to the terms specified herein by affixing their respective signatures hereto. Signatures shall not be required for annual renewals of this agreement unless one or more of the terms of said agreement, other than the annual budget, has been amended. Unanimous approval by the parties hereto of the annual budget shall constitute renewal of this agreement without the affixing of additional signatures.

Members Soeldner/Caisley moved the County Board approve a Request approval of Resolution seeking amendment to the March 2001 Intergovernmental Agreement for Countywide GIS Development and Maintenance in McLean County, Illinois. Clerk Michael shows all Members voting in favor of the motion. Motion carried.



**EXECUTIVE COMMITTEE:**  
Vice Chairman Soeldner, presented the following:

**Information Technologies**  
115 East Washington Street  
Room 202  
Bloomington, Illinois 61701  
  
Phone: (309)888-5100

October 5, 2016

To: The Honorable members of the McLean County Executive Committee and the McLean County Board.

From: Craig Nelson, Director of McLean County Information Technologies

Re: Data Sharing Agreement with University of Chicago

Please find attached an agreement for data sharing with the University of Chicago in support of the NACO Data Driven Justice initiative.

This agreement will allow us to proceed in working with the University in developing predictive analytics that can be a resource for McLean County in better serving the law enforcement and mental health needs of our constituents.

This agreement has been reviewed by the legal staff of both entities and is presented for your approval.

I will be happy to answer any questions you may have.

Thanks you.

## **DATA SHARING AGREEMENT**

### **Center for Data Science and Public Policy**

This Data Sharing Agreement (the “Agreement”) is entered into on October 4th, 2016 by and between The County of McLean, a body politic and corporate, (the “Participant”) and the University of Chicago (“UChicago”), an Illinois not-for-profit corporation with offices located at 5375 South Ellis Avenue, Suite 219A, Chicago IL 60637, each individually referred to herein as a “Party” and collectively as the “Parties”.

#### **RECITALS**

WHEREAS, Participant wishes to offer a current problem or set of problems (the “Project”) for the UChicago to consider, and by contributing data and other information so that Program fellows may endeavor to (through the development and use of analytical tools) offer solutions or suggestions to Participant’s identified problem(s);

WHEREAS, both Parties believe and represent that the activities conducted by the Participant will be funded by UChicago for the term of this Agreement, and that the activities do not involve encryption or classified technology;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the Parties hereto hereby agree as follows:

#### **1. PRINCIPAL CONTACTS.**

- (a) UChicago’s supervisor for the Project will be Rayid Ghani (the “Project Supervisor”). The Project Supervisor will assign the Program fellows and mentors that will perform the Project. UChicago shall give Participant written notice of any change to its supervisor.
- (b) Participant’s principal contact for the Project is Craig Nelson. Participant shall give UChicago written notice of any change to its principal contact.

#### **2. TERM.** This Agreement is effective for the period from the date of its signing and execution through December 31, 2017, unless sooner terminated in accordance with section 8, Termination, of this Agreement. UChicago is not obligated to perform any work beyond the termination or expiration date of this Agreement.

#### **3. EQUIPMENT.**

- (a) Title to any equipment acquired or built by UChicago in order to perform the work under this Agreement vests with UChicago.
- (b) During the performance of the Project, Participant’s employees, agents or contractors (“Personnel”) may have the opportunity to use UChicago equipment. All such use of UChicago equipment must be under the guidance and oversight of the Project Supervisor or his/her designee. Any damage to UChicago

equipment caused by Participant Personnel will be repaired or replaced by UChicago, and Participant shall, upon demand, reimburse UChicago for the actual cost of such repair or replacement.

4. PROJECT OUTCOMES.

- (a) UChicago will own all intellectual property created or generated in the course of performing the Project, including any software applications (“Software”), inventions (whether or not patentable) conceived, made, developed, or reduced to practice and all rights therein (collectively, “Developed IP”). Developed IP does not include data sets prepared or otherwise generated directly from Confidential Information provided by Participant hereunder, or any reports that are deliverables to Participant pursuant to the Project conveying research outcomes, suggestions and/or solutions pertaining to Participant’s identified problem(s).
- (b) To the extent practicable, UChicago will try to release Software developed as analytical tools under the Project as open source software. In the event such Software cannot be made available as open source software, UChicago shall otherwise grant to Participant a non-exclusive, royalty-free license to use the Software for the purposes set forth in Exhibit A. Notwithstanding anything to the contrary, UChicago is not required to license or incorporate anything into Software that UChicago reasonably believes would infringe another party’s intellectual property rights or that UChicago is not authorized to license.
- (c) It is understood that UChicago retains the right to use for its own purposes any techniques to gather data, conduct research, or formulate solutions developed in the course of working on the Project, and, subject to its obligations under section 6, Confidentiality, UChicago reserves the right to use the results of any research conducted under this Agreement for its own teaching, research, and publication purposes.

5. CONFIDENTIALITY.

- (a) In performance of this Agreement the Parties may disclose to each other, either in writing or orally, information which the disclosing Party deems to be proprietary and/or confidential (hereinafter, “Confidential Information”). Confidential Information shall consist of (i) written information clearly marked as “proprietary” or “confidential” and (ii) oral information reduced to writing within thirty (30) days of oral disclosure and clearly marked as “proprietary” or “confidential.” Confidential Information shall be maintained in confidence during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, except to the extent that it is required to be disclosed by law, regulation or judicial or administrative process. Receiving Party shall use Confidential Information solely for the purposes of this Agreement. Each Party shall protect the other Party’s Confidential Information from disclosure using at least the same degree of care as it uses to protect its own confidential information. The disclosure of Confidential Information to the receiving Party shall not of itself be construed as a grant of any right or license



with respect to the information. In the event the receiving Party is required by law, regulation or judicial or administrative process to disclose any Confidential Information, the receiving Party will promptly notify the disclosing Party in writing, if permitted by law, prior to making any such disclosure in order to facilitate the disclosing Party's seeking of a protective order or other appropriate remedy from the appropriate body.

- (b) Confidential Information does not include information which receiving Party can demonstrate and document: (i) was in its knowledge or possession prior to receipt from disclosing Party; (ii) was public knowledge or becomes public knowledge through no fault of receiving Party; (iii) is or has been properly provided to receiving Party by an independent third party who has no obligation of confidentiality to disclosing Party; or (iv) is thereafter independently developed by receiving Party without reference to the information from disclosing Party.
  - (c) UChicago retains the right to refuse to accept any such information that is not considered to be essential to the completion of the Project.
  - (d) Upon termination or expiration of this Agreement, the receiving Party will return to the disclosing Party all tangible copies of Confidential Information of the disclosing Party in the receiving Party's possession or control and will erase from its computer systems all electronic copies thereof.
6. EXPORT CONTROLS. Both Parties are subject to applicable U.S. export laws and regulations. Participant shall identify any export controlled information or materials as such prior to providing such information or materials to UChicago. UChicago shall have the right to limit or decline receipt of said export controlled information or materials.
7. TERMINATION. Either Party may terminate this Agreement at any time by giving the other Party not less than thirty (30) days prior written notice. UChicago may also terminate immediately if any of the reasons set forth in section 13, Force Majeure, prevent continuation of the Project. Termination or expiration of this Agreement will not affect either Party's rights and duties under sections 4, 5, 6, or 12 hereof.
8. NOTICES. Any notices given under this Agreement shall be in writing and delivered by certified or registered return receipt mail, postage prepaid, or by facsimile addressed to the Parties as follows:

For Participant:

Craig Nelson  
Director, Information Technology  
115 E. Washington  
Bloomington, Illinois 61701  
309-888-5110

For UChicago:

Rayid Ghani  
Center Director, University of Chicago  
Computation Institute, Searle Chem. Lab  
5735 S. Ellis Ave.  
Chicago, IL 60637

9. PUBLICITY. Neither Party shall make reference to the other Party in a press release or any other written statement in connection with the Project and the Program without the other Party's prior consent, which consent shall not be unreasonably withheld, if it is intended for use in the news media. If there is no notice of disapproval within 48 hours after delivery to the other party for its review, the materials shall be deemed approved. Notwithstanding the foregoing, UChicago shall be permitted to use Participant's name in a list of Program participants, which may also include a brief description of the Project.
10. WARRANTIES. **ANY RESEARCH OUTCOMES AND OTHER MATERIALS CREATED UNDER THIS AGREEMENT ARE PROVIDED "AS IS". UCHICAGO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WORK OR PRODUCTS OF WORK CREATED UNDER THIS AGREEMENT, INCLUDING THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY INVENTION OR PRODUCT.** Participant acknowledges that research and other work performed under the Project will be conducted may not be subject to peer review or independent verification of results. Participant further acknowledges that UChicago will not guarantee any particular outcome or product.
11. LIABILITY.
- (a) Participant agrees to hold harmless, indemnify and defend UChicago from all liabilities, demands, damages, expenses and losses arising out of the use or other disposition by Participant, or by any party acting on behalf or under the authorization of Participant, of any Project outcomes or deliverables or any items or materials derived from or related thereto.
- (b) UChicago shall not be liable for any direct, consequential, or other damages resulting from the use of any Project outcomes or deliverables or any items or materials derived from or related thereto.
12. FORCE MAJEURE. UChicago shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond UChicago's reasonable control, or by reason of any of the following occurrences: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotion's, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.
13. ASSIGNMENT. Neither Party shall assign its rights or duties under this Agreement to another without the prior express written consent of the other Party.
14. SEVERABILITY. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

15. ENTIRE AGREEMENT. This Agreement with its incorporated exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, commitments, offers, contracts and writings. Any amendments or further addenda hereafter made shall be in writing and executed with the same formality.
16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois as adjudicated by a court of competent jurisdiction.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

Participant's Name

University of Chicago

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: John D. McIntyre

Name: \_\_\_\_\_

Title: McLean County Board Chair

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
PROJECT  
DESCRIPTION

**Overview**

Recently the NACO team has started a new effort focused on scaling innovative data, driven criminal justice reform practices pioneered at the local level that will help meet the needs of two key populations:

- People held in jail before trial not because they are a risk to the community or a risk of flight but because they cannot afford to bond out and
- People who repeatedly cycle through multiple systems, including jails, hospital emergency rooms, shelters, and other services, sometimes called “super-utilizer,” often chronically homeless individuals, with mental illness, substance abuse, and health problems.

Working closely with criminal justice and health leaders and the state and local level, we have identified a significant opportunity to scale and expand three proven innovations at the local level using data-driven solutions to improve human outcomes, increase public safety, and generate significant cost savings by more effectively targeting existing resources. By crossing system silos between criminal justice, health, behavioral health, and social services, we see a significant opportunity to reduce the number of people who enter and stay in local jail system.

**Project Description**

The University of Chicago is partnering with a number of local agencies to develop predictive models that can flag individuals who are super utilizers of multiple public systems. By using advanced statistical and computational methods, U of Chicago will analyze behavior patterns to understand what factors best predict interactions with these systems and develop models so employees of these systems may reduce future interactions while providing quality services.

## Data

Predicting individual-level behaviors requires individual-level data. The University of Chicago requests a number of datasets for this study. These include the following:

### 1. Jail Booking Information

- a. Arrestee demographic information
- b. Unique identifier (may be combination of name, date of birth, and other identifying information or an anonymized ID, such as a hash)
- c. Gender
- d. Race
- e. Age
- f. Arresting agency
- g. Type and severity of charges
- h. Arrest/jail booking history
- i. Bail bond activity

### 2. Arrestee health information found in behavior health data sets

- a. Diagnoses
- b. Prognoses
- c. Treatments
- d. Substance abuse history
- e. Mental health history
- f. Health facilities used
- g. Health professionals who have treated the arrestee (can be anonymized)
- h. Referral source

### 3. State Attorney Case Information



4. Criminal Justice Services Information

- a. Pre-Trial Supervision
- b. County Probation Supervision

5. Specialty Court Information

- a. Court Information
  - i. Cases and charges filed
  - ii. Disposition of cases and charges
  - iii. Prosecuting agency
- b. Adult Parole and Probation Information
  - i. Information placements and exits

6. Dispatch data

- a. How the call was initiated (911 call, officer initiated)
- b. How many officers were deployed
- c. How many ambulances were deployed
- d. Whether a crisis intervention team was deployed
- e. Whether the arrestee was violent
- f. Whether the officers used force

7. Work in partnership with DSSG Fellows to obtain, if possible, other data that may be available from state and local agencies not currently in the county's data set. Specifically, Health information from all other providers (especially emergency room visits)

- a. Diagnoses
- b. Prognoses
- c. Treatments
- d. Substance abuse history

- e. Mental health history
  - f. Health facilities used
  - g. Health professionals who have treated the arrestee (can be anonymized)
8. Other datasets identified by experts.

Members Soeldner/Gordon moved the County Board approve a Request approval of a Data Sharing Agreement with the University of Chicago in support of the NACO Data Driven Justice Initiative. Clerk Michael shows all Members voting in favor of the motion. Motion carried.



**Sheriff Jon Sandage**  
McLean County Sheriff's Department  
Law and Justice Center  
104 W. Front Street  
Bloomington, IL 61701  
Telephone 309-888-5034

**JUSTICE COMMITTEE:**  
Member Caisley, presented the following:

October 4, 2016

TO: Honorable William Caisley, Chairperson, and Honorable Members of the McLean County Justice Committee

FROM: Sheriff Jon Sandage

RE: October 4, 2016 Justice Committee Meeting

I respectfully request that the following items be placed on the October 4, 2016 Justice Committee Agenda for Information:

**ACTION**

1. Request approval of Task Force 6 Grant: Expanding Multi-Jurisdictional Narcotics Units

**INFORMATION**

1. McLean County Detention Facility Population Report

**McLEAN COUNTY – GRANT INFORMATION FORM  
GRANT 414020**

**General Grant Information**

<b>Requesting Agency or Department:</b> TASK FORCE 6		<b>This request is for:</b> <input type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<b>Granting Agency:</b> ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY		<b>Grant Type:</b> <input type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Grant Date:</b> Start: 10/1/2016 End: 09/30/2017
<b>Grant Title:</b> EXPANDING MULTI-JURISDICTIONAL NARCOTICS UNITS			
<b>Grant Amount:</b> \$51,285.00		<b>Grant Funding Method:</b> <input type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<b>Match Amount (if applicable):</b> Required Match : \$17,095.00 Overmatch: \$ 11,376.00		Expected Initial Receipt Date: Four disbursements will be received as "reimbursements" following the submission of the quarterly reports	
<b>Grant Total Amount:</b> \$79,756.00		<b>Source of Matching Funds (if applicable):</b> TASK FORCE 6 OPERATING FUNDS	
<b>Will it be likely to obtain this grant again next FY?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Equipment Pass Through?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Monetary Pass Through?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Grant Costs Information**

<b>Will personnel be supported with this grant:</b> <input type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		<b>A new hire will be responsible for financial reporting:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td align="right">1</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$53,477.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$ 4,679.00</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td align="right"><b>\$58,156.00</b></td> </tr> <tr> <td><b>Additional Expenses</b></td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$</td> </tr> <tr> <td>Other (TF6 rent)</td> <td align="right">\$ 21,600.00</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td align="right"><b>\$ 79,756.00</b></td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td align="right"><b>\$ 79,756.00</b></td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	1	Personnel Cost	\$53,477.00	Fringe Benefit Cost	\$ 4,679.00	<b>Total Personnel Cost</b>	<b>\$58,156.00</b>	<b>Additional Expenses</b>		Subcontractors	\$	Equipment	\$	Other (TF6 rent)	\$ 21,600.00	<b>Total Additional Expenses</b>	<b>\$ 79,756.00</b>	<b>GRANT TOTAL</b>	<b>\$ 79,756.00</b>	<b>Description of equipment to be purchased:</b> NOT APPLICABLE  <b>Description of subcontracting costs:</b> NOT APPLICABLE  <b>Other requirements or obligations:</b> \$32,573.00 Salary covered by Grant \$18,712.00 Rent covered by Grant \$51,285.00	
Grant Expense Chart																											
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<b>GRANT TOTAL</b>	<b>\$ 79,756.00</b>																										

*Grant Total must match "Grant Total Amount"  
from General Grant Information*

**Responsible Personnel for Grant Reporting and Oversight:**

NP DL  
Department Head Signature (Sheriff Sandage)

09/26/16  
Date

Sh

\_\_\_\_\_  
Grant Administrator/Coordinator Signature (John McIntyre)

\_\_\_\_\_  
Date

C

**OVERSIGHT COMMITTEE APPROVAL**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

Form Date: 4/21/06

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: McLean County of dba County Administration		DUNS Number: 057428943
Address: 115 E. Washington, Suite 401, Bloomington, IL 61701		
Grant Title: Recovery JAG	Grant Number: 414020	Award Amount: \$51,285.00
Name and Title of Contact Person: Jennifer Miller		
Telephone Number: 309/888-5072	E-Mail Address: jennifer.miller@mcleancountyil.gov	

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Recipient has less than fifty employees. | <input type="checkbox"/> Recipient is an Indian tribe.            | <input type="checkbox"/> Recipient is a medical institution.                 |
| <input type="checkbox"/> Recipient is a nonprofit organization.   | <input type="checkbox"/> Recipient is an educational institution. | <input type="checkbox"/> Recipient is receiving an award less than \$25,000. |

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient] is  
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.  
I further certify that \_\_\_\_\_ [recipient]  
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of  
services.

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, John D. McIntyre, County Board Chairman [responsible official],  
certify that McLean, County of dba County Administration [recipient],  
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than  
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last  
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable  
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:  
County of McLean Administration Office [organization],  
115 E. Washington, Bloomington, IL 61701 [address]

John D. McIntyre, Chairman		
Print or Type Name and Title	Signature	Date

### Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, \_\_\_\_\_ [responsible  
official], certify that \_\_\_\_\_ [recipient],  
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in  
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the  
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------



## **CIVIL RIGHTS COMPLIANCE CERTIFICATION**

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ARRA JAG, JABG, JAG, NCHIP, NFSIA, PREA, PSN, RSAT, VAWA, VAWA SASP, VOCA, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean, County of

Address: 115 E. Washington, Suite 401  
Bloomington, IL 61701-5005

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

E-mail address: Jennifer.miller@mcleancountyil.gov

Grant Number/Contract Name: 414020

Expanding Multi-Jurisdictional Narcotics Unit Program

### **Certification Statement:**

I, John D. McIntyre, County Board Chairman [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

### **Check the following item(s) that apply:**

☒ THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 3 YEARS

☐ THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 3 YEARS (You **MUST** attach a copy of all finding(s) made within the past 3 years that have not yet been submitted to the Authority)

☐ All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

[Signature of Responsible Official]

McLean County Board Chairman

[Title]

[Date]

## INDEPENDENT AUDIT INFORMATION SHEET

The Inspection and Audit section of your interagency agreement with the Illinois Criminal Justice Information Authority requires compliance with Office of Management and Budget revised Circular A-133. Audit requirements under revised Circular A-133 vary based on the level of federal funding an organization expends in a year:

- *Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all Federal sources combined (i.e. DOJ, HUD, HHS, etc.) shall have a single or program-specific audit conducted for that year.*
- *Non-Federal entities that expend less than \$750,000 a year in Federal awards from all Federal sources combined (i.e. DOJ, HUD, HHS, etc.) are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).*

Please provide the following information regarding your agency's compliance with Circular A-133 and return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 W. Adams, Suite 200 Chicago, IL 60606. If you have any questions, please call your grant specialist at (312) 793-8550.

### AGENCY INFORMATION

The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily program activities. An organization can be both the Implementing Agency and the Program Agency. Audit requirements apply to the Implementing Agency.

Implementing Agency: McLean, County of  
Implementing Agency's FEIN #: 37-6001569 Agreement #: TBD  
Program Agency: State Police, Illinois State of (dba TASK FORCE 6)  
Program Title: Expanding Multi-Jurisdictional Narcotics Unit  
Program Period of Performance: 10/1/16-9/30/17

CONTINUE ON BACK SIDE

**AUDIT REQUIREMENTS** (PLEASE CHECK APPROPRIATE BOX)

- ☐ The above implementing agency will expend less than \$750,000 in Federal awards from all Federal sources combined during the fiscal year(s) covering the above program period and is exempt from audit requirements according to Circular A-133.
- ☐ The above implementing agency will expend \$750,000 or more in Federal awards from all Federal sources combined during the fiscal year(s) covering the above program period and is required to have a single or program-specific audit according to Circular A-133.

**FISCAL YEAR INFORMATION**

Implementing Agency's fiscal year: January - December  
Dates covered by last independent audit: January 1, 2015 – December 31, 2015  
Date last independent audit completed: June 13, 2016  
Dates to be covered by next independent audit: January 1, 2016-December 31, 2016  
Expected completion date for next independent audit: May 2017

Staff person who can answer questions regarding the Implementing Agency's independent audits:

Name: Michelle L. Anderson  
Title: McLean County Auditor Agency: McLean, County of  
Phone: 309/888-5148 Fax: 309/888-5209

**CERTIFICATION**

I certify that this is a true and accurate report.

Prepared by: \_\_\_\_\_  
(Authorized Fiscal Representative)

Date: \_\_\_\_\_



## COVER PAGE

<b>PROGRAM TITLE:</b>	Expanding Multi-Jurisdictional Narcotics Unit
<b>AGREEMENT NUMBER:</b>	414020
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	411320, 411220, 410020, 411020, 409020, 809120, 407020, 406020, 405220, 405020, 404020
<b>ESTIMATED START DATE:</b>	October 1, 2016
<b>SOURCES OF PROGRAM FUNDING:</b>	
<i>Funds:</i> JAG FFY 14	\$ 51,285.00
<i>Matching Funds:</i> County of McLean	\$ 17,095.00
<i>Over-Matching Funds:</i> County of McLean	\$ 11,376.00
<b>Total:</b>	<b>\$ 79,756.00</b>
<b>IMPLEMENTING AGENCY'S NAME:</b>	MCLEAN, COUNTY OF
<b>ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):</b>	115 E. Washington St., Room 401 Bloomington, IL 61701-4089
<b>IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:</b>	John D. McIntyre
<b>TITLE:</b>	Chairman
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	37-6001569
<b>IMPLEMENTING AGENCY'S DUNS NUMBER:</b>	057428943
<b>IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	11/22/16
<b>IMPLEMENTING AGENCY'S CAGE CODE:</b>	62SR1
<b>IMPLEMENTING AGENCY'S FINANCIAL OFFICER:</b>	Rebecca McNeil
<b>TITLE:</b>	Treasurer
<b>TELEPHONE:</b>	309-888-5180
<b>PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.</b>	STATE POLICE, ILLINOIS STATE OF (dba Task Force 6)
<b>PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):</b>	P.O. Box 1511 Bloomington, IL 61702-1511
<b>PROGRAM AGENCY'S AUTHORIZED OFFICIAL:</b>	M/Sgt. Anthony Kestner
<b>TITLE:</b>	Task Force 6 Commander
<b>PROGRAM AGENCY'S DUNS NUMBER:</b>	792521630
<b>PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	2/24/2017
<b>PROGRAM AGENCY'S CAGE CODE:</b>	5M3Y5
<b>FISCAL CONTACT PERSON:</b>	Jennifer Miller
<b>AGENCY:</b>	County of McLean, Sheriff's Dept.
<b>TITLE:</b>	Bookkeeper
<b>TELEPHONE:</b>	309-888-5033

<b>FAX:</b>	309-888-5072
<b>E-MAIL:</b>	jennifer.miller@mcleancountyil.gov
<b>PROGRAM CONTACT PERSON:</b>	Jered Shofner
<b>TITLE:</b>	Sheriff, DeWitt County Sheriff's Office
<b>TELEPHONE:</b>	217-935-6718
<b>FAX:</b>	217-935-3606
<b>E-MAIL:</b>	jshofner@dewittcountyil.com
<b>IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.):</b>	Congressional District: 13 State Senate District: 44 State Representative District: 88
<b>PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.):</b>	Bloomington IL 61701-5005
<b>PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.):</b>	Congressional District: 13 State Senate District: 44 State Representative District: 88
<b>Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:</b>	NO
<b>Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:</b>	NO
<b>Question 3) Are the Program Agency's top five compensated officers' compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:</b>	NO
<b>If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.</b>	
<b>NAME</b>	<b>COMPENSATION</b>




## Uniform Application for State Grant Assistance

### Agency Completed Section

1.	Type of Submission	<input type="checkbox"/> Pre-application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed / Corrected Application
2.	Type of Application	<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation (i.e. multiple year grant) <input type="checkbox"/> Revision (modification to initial application)
3.	Date / Time Received by State	Completed by State Agency upon Receipt of Application
4.	Name of the Awarding State Agency	Illinois Criminal Justice Information Authority
5.	Catalog of State Financial Assistance (CSFA) Number	546-00-1407
6.	CSFA Title	Edward Byrne Memorial Justice Assistance Grant Program (JAG) FFY14
Catalog of Federal Domestic Assistance (CFDA) <input type="checkbox"/> Not applicable (No federal funding)		
7.	CFDA Number	16.738
8.	CFDA Title	Edward Byrne Memorial Justice Assistance Grant
9.	CFDA Number	N/A
10.	CFDA Title	N/A
Funding Opportunity Information		
11.	Funding Opportunity Number	N/A
12.	Funding Opportunity Title	N/A
13.	Funding Opportunity Program Field	N/A
Competition Identification <input checked="" type="checkbox"/> Not Applicable		
14.	Competition Identification Number	
15.	Competition Identification Title	

Applicant Completed Section		
Applicant Information		
16.	Legal Name	McLean, County of
17.	Common Name (DBA)	
18.	Employer / Taxpayer Identification Number (EIN, TIN)	37-6001569
19.	Organizational DUNS number	057428943
20.	SAM Cage Code	62SR1
21.	Business Address	115 E. Washington St. Room 401 Bloomington, IL McLean 61701-4089
Applicant's Organizational Unit		
22.	Department Name	Illinois State Police
23.	Division Name	Task Force 6
Applicant's Name and Contact Information for Person to be Contacted for <i>Program</i> Matters involving this Application		
24.	First Name	Anthony
25.	Last Name	Kestner
26.	Suffix	
27.	Title	M/Sgt.
28.	Organizational Affiliation	Task Force 6 Commander
29.	Telephone Number	309-452-9961
30.	Fax Number	309-452-9981
31.	Email address	Anthony_kestner@isp.state.il.us
Applicant's Name and Contact Information for Person to be Contacted for <i>Business/Administrative Office</i> Matters involving this Application		
32.	First Name	Diane
33.	Last Name	McCoy
34.	Suffix	
35.	Title	Office Manager
36.	Organizational Affiliation	Task Force 6 Office Manager
37.	Telephone Number	309-452-9961
38.	Fax Number	309-452-9981
39.	Email address	Diane_I_mccoy@isp.state.il.us
Areas Affected		

40.	Areas Affected by the Project (cities, counties, state-wide)	Counties: McLean & DeWitt Municipalities: Anchor, Arrowsmith, Bellflower, Bloomington, Carlock, Chenoa, Colfax, Cooksville, Danvers, Downs, Ellsworth, El Paso, Gridley, Heyworth, Hudson, LeRoy, Lexington, McLean, Normal, Saybrook, Stanford, Towanda
41.	Legislative and Congressional Districts of Applicant	Congressional District: 13 and 18 State Senate District: 44, 51, and 53 State Representative District: 88, 105, and 101
42.	Legislative and Congressional Districts of Program / Project	Congressional District: 13 and 18 State Senate District: 44, 51, and 53 State Representative District: 88, 105, and 101
<b>Applicant's Project</b>		
43.	Description Title of Applicant's Project	Expanding Multi-Jurisdictional Narcotics Unit
44.	Proposed Project Term	Start Date: 10/1/16 End Date: 9/30/17
45.	Estimated Funding (include all that apply)	X Amount Requested from the State: \$51,285.00 X Applicant Contribution (e.g., in kind, matching): \$28,471.00 <input type="checkbox"/> Local Contribution: <input type="checkbox"/> Other Source of Contribution: <input type="checkbox"/> Program Income: TOTAL AMOUNT: \$79,756.00
<b>Applicant Certification:</b>  By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)  (*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.   X I agree		
<b>Authorized Representative</b>		
46.	First Name	Anthony
47.	Last Name	Kestner
48.	Suffix	
49.	Title	M/Sgt.
50.	Telephone Number	309-452-9961
51.	Fax Number	309-452-9981
52.	Email Address	Anthony_Kestner@isp.state.il.us
53.	Signature of Authorized Representative	
54.	Date Signed	

## INTER-GOVERNMENTAL AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
AND  
COUNTY OF MCLEAN

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and County of McLean, on behalf of Task Force 6 (Grantee), with its principal office at 115 E. Washington St., Room 101 Bloomington, IL 61701-4089, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

### PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

### ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 057428943 is Grantee's correct DUNS number, that 37-6001569 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Nonresident Alien  |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> D = disregarded entity   |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       | <input type="checkbox"/> P = partnership  |
| <input type="checkbox"/> Pharmacy-Non Corporate                |   |

1.2. Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$51,285.00, of which \$ 51,285.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 2014-DJ-BX-1183, the Federal awarding agency is Office of Justice Programs, Bureau of Justice Assistance, Department of



**ARTICLE II  
REQUIRED REPRESENTATIONS**

**2.1. Standing and Authority.** Grantee warrants that:

(a) Grantee is duly validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized, or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

**2.2. Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

**2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

**2.4. Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).

**2.5. Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.



**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC

6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

#### ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears

interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit H**. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI BUDGET

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## ARTICLE VII ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

### 7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.



(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit H** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and

method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements

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as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No.

104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

#### ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

#### ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments

thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

#### ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and



disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

## ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 15 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit H. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR

207(b)(3) and 200.327.

**13.2. Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 30 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 30 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

**13.3. Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

**13.4. Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

**ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS**

**14.1. Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where

more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 15 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 30 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

## ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public

Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

## ARTICLE XVI TERMINATION; SUSPENSION

### 16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination;  
and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII  
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material



impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### ARTICLE XIX REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

#### ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Applicability. This ARTICLE XX applies to Grantees that are not an instrumentality of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

20.2. Agreement Disclosure. Grantee shall fully disclose, in Exhibit G, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted Exhibit G.

20.3. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

#### ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in Paragraph 20.1, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

#### ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI  
MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through H, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

Task Force 6 (TF6) is a multi-jurisdictional drug enforcement unit comprised of officers from the Illinois State Police (ISP), McLean County Sheriff's Office, Illinois State University Police Department, DeWitt County Sheriff's Office and Clinton Police Department. TF6 is the only narcotics unit serving DeWitt County and remains the primary drug enforcement unit servicing Illinois State University.

TF6 works closely with local law enforcement and communities to combat the distribution of illegal narcotics by Drug Trafficking Organizations. Over the last three years, TF6 has seen a dramatic increase in the variety of illegal narcotics being sold in our community, specifically prescription drugs, hallucinogens and heroin. TF6 develops reliable confidential sources and employs undercover investigative strategies for long term investigations in an effort to move up to the Drug Trafficking Organizations

TF6 identified a need for public awareness and developed drug awareness presentations for different age groups. TF6 is working with members of the community who are vested in preventing the use of illegal narcotics, as well as educating them on the potential abuse of legal, prescription drugs. Following the five over dose deaths related to Heroin, Cocaine & Fentanyl in DeWitt County in 2016 alone, TF6 has been and continues to assist members of their community in the formation of the DeWitt County Substance Abuse Coalition. From July 26, 2013 through July 26, 2016 TF6 has conducted 43 presentations.

In the upcoming Federal Fiscal Year 2017, TF6 is hopeful to expand our presence by adding Piatt County Sheriff's Office to our unit. Federal funding has made the overall success of TF6 possible by providing for contractual obligations. Federal funding continues to provide for an office manager/asset forfeiture coordinator and for the TF6 building lease.

The McLean and DeWitt counties area serviced by TF6 experience many of the same problems other areas across the state and nation have in regards to illegal drugs. The use and distribution of unlawfully possessed prescription medications and heroin continue to be an issue. Heroin can be purchased for as little as five dollars in "open air" drug markets in Chicago. These areas of the city are commonly in close proximity to major roadways such as Interstate 55 which is a high volume thoroughfare for people traveling to and from our TF6 area. This is how heroin comes to our rural communities: it is transported and dispersed here in relatively small amounts by users who pick up for themselves and "friends." The amount of prescription drugs and heroin available to be illegally purchased, combined with area overdose deaths show this to be a continuing problem. Over the last three years, TF6 has seen a dramatic increase in the variety of illegal narcotics being sold in our community, specifically hallucinogens, heroin, opiate and benzodiazepine prescription drugs. In DeWitt County, there were a total of overdose deaths during Calendar year's 2013, 2014, and 2015. To date in 2016, there have been five over dose deaths related to Heroin, Cocaine & Fentanyl in DeWitt County. Due to privacy laws, we are not able to accurately track how many lives were saved by medical intervention, including the use of Naloxone, commonly referred to as Narcan.

TF6 Enforcement results during Federal Fiscal Year's 2013, 2014 and 2015 are listed below.

From October 1, 2012 through September 30, 2013, TF6 opened 83 cases and made 69 arrests, seized approximately 24.665 kilograms of marijuana, 1.47 kilograms of cocaine, 129 prescription pills and 41 guns.  
From October 1, 2013 through September 30, 2014, TF6 opened 84 cases and made 56 arrests, seized approximately 14,976.2 grams of marijuana, 229.20 grams of cocaine and 370 prescription pills.  
From October 1, 2014 through September 30, 2015, TF6 opened 110 cases and made 78 arrests, seized approximately 7,544.3 grams of marijuana, 123 cannabis plants, 8,000 grams Khat, 33 grams Butane Honey Oil,

2,105 grams K2 Spice, 20.5 grams liquid Methamphetamine, 55 grams Pseudoephedrine and 374 prescription pills. As shown by the information listed above, prescription pills, specifically opiate and benzodiazepine prescription medication, have been increasing since 2012. Our arrests increased by 29 percent from FFY 2014 to FFY 2015. TF6 identified a need for public awareness and developed drug awareness presentations for different age groups, from Junior High School to Senior Citizens. These presentations have been given to school students, Community Groups, Corporations, Fire and EMS personnel, Health Care providers and local Police Departments in DeWitt, McLean, Livingston, Macon, LaSalle and Will Counties. From July 26, 2013 through July 26, 2016 TF6 has conducted 43 presentations, with requests more than doubling in the past year.

TF6 is in need of additional staffing. In the upcoming Federal Fiscal Year 2017, TF6 is hopeful to expand our presence by adding Piatt County Sheriff's Office to our unit.

TF6 strives to become financially self-sustaining, but currently relies upon federal funding for the continued operation of the unit. With all area police agencies experiencing budget cuts, it is now more important than ever as they depend on TF6 to handle covert narcotic investigations. Narcotics enforcement would go virtually unchecked in the rural operational area of TF6 without a multi-agency enforcement unit available to combat illegal drugs to protect our citizens. TF6 utilizes Federal funds when available from the US Department of Justice, Domestic Cannabis Eradication / Suppression Program to offset cannabis grow investigations. Also, TF6 has established a two year operating fund reserve through the receipt of fines, along with federal and state forfeiture disbursements in anticipation of funding cuts to ensure TF6 is able to serve DeWitt and McLean Counties. TF6 uses program income to match grant monies awarded through ILCJIA and for non match expenditures.

As a result of funding concerns for the MEGs and Task Forces, legislation was passed in an effort to assist MEGs and Task Forces with funding via the addition of a \$25.00 drug conviction fee, the purpose of which is to fund the MEGs and Task Forces. Recently, legislation moved the administration of these funds to ILCJIA.

TF6 has applied for funds to purchase covert surveillance equipment from DeWitt County Crime Stoppers and McLean County Crime Detection Network. In the past, both organizations have authorized lower level purchases.

#### October 1, 2014 – September 30, 2015

##### Goal: Combat illegal drug activity in rural communities

Performance Standards 1: Conduct 10 proactive investigations targeting unlawful production and distribution of methamphetamine / precursors	
Performance Measure	Actual Number
A. # of Investigations initiated	6

Performance Standards 2: Conduct 12 proactive investigations targeting unlawful use of prescription drugs to combat the increase in availability of unlawful prescription medication	
Performance Measure	Actual Number
A. # of Investigations initiated	17

Performance Standards 3: Strive to maintain a 95% conviction rate for drug prosecution cases	
Performance Measure	Actual Number
A. Conviction rate	100%

**Goal: To aggressively pursue the importation of drugs into of through McLean/DeWitt County areas**

Performance Standards 1: Conduct 12 proactive details of mass transit locations in an effort to identify and arrest those bringing drugs into the area of TF6.

Performance Measure	Actual Number
A. # of details initiated	11

**Goal: Enhance the effectiveness /professionalism of the work unit and overall expertise level by mandating advanced training in the area of narcotics enforcement.**

Performance Standards 1: Provide 200 hours of goal specific training toward narcotic and cannabis investigations to address the cocaine and cannabis problem in the TF6 area.

Performance Measure	Actual Number
A. # of training hours	268

From October 1, 2014 through September 30, 2015, TF6 opened 110 cases and made 78 arrests, seized approximately 7,554.3 grams of marijuana, 123 cannabis plants, 68,000 grams of Khat, 2,105 grams of K2 Spice, 20.5 grams of liquid methamphetamine, and 374 prescription pills.

Due to staffing reductions during this grant reporting period, two of the objectives were not met.

**October 1, 2013 – September 30, 2014**

**Goal: Combat illegal drug activity in rural communities**

Performance Standards 1: Conduct 17 proactive investigations targeting unlawful distribution of marijuana to combat the increase in availability in McLean /DeWitt Counties

Performance Measure	Actual Number
A. # of Investigations initiated	33

Performance Standards 2: Conduct 12 proactive investigations targeting unlawful use of prescription drugs to combat the increase in availability of unlawful prescription medication

Performance Measure	Actual Number
A. # of Investigations initiated	12

Performance Standards 3: Conduct 12 public presentations targeted toward rural towns outlining the dangers and effects of illegal drug use.

Performance Measure	Actual Number
A. # of Presentations	10

**Goal: To aggressively pursue the importation of drugs into of through McLean/DeWitt County areas**

Performance Standards 1: Conduct 10 proactive details of mass transit locations in an effort to identify and arrest those bringing drugs into the area of TF6.

Performance Measure	Actual Number
A. # of details initiated	13

**Goal: Enhance the effectiveness /professionalism of the work unit and overall expertise level by mandating advanced training in the area of narcotics enforcement.**

Performance Standards 1: Provide 200 hours of goal specific training toward narcotic and cannabis investigations to address the cocaine and cannabis problem in the TF6 area.

Performance Measure	Actual Number
A. # of training hours	444

From October 1, 2013 through September 30, 2014, TF6 opened 84 cases and made 56 arrests, seized approximately 14,976.2 grams of marijuana, 229 grams of cocaine, and 370 prescription pills.

Due to a scheduling conflict during this grant reporting period, one objective was not met.

Federal funding has made the overall success of TF6 possible by providing for contractual obligations. Federal funding continues to provide for an office manager/asset forfeiture coordinator and for the TF6 building lease. This allows for other financial resources to be directed to investigative efforts. The partner agencies and their officers on the TF6 team are not funded with ICJIA Federal Funds nor are they match funded by TF6.

EXHIBIT B

DELIVERABLES OR MILESTONES

Item Due	Period Reported	Report Due Date
Data and Fiscal Report	Oct 1 – Dec 31, 2016	January 15, 2017
Data and Fiscal Report	Jan 1 – Mar 31, 2017	April 15, 2017
Data and Fiscal Report	Apr 1 – Jun 30, 2017	July 15th, 2017
Data and Fiscal Report	Jul 1 – Sep 30, 2017	October 15, 2017
Data and Fiscal Report	Grant Performance Period	October 30, 2017



EXHIBIT C

PAYMENT

Grantee shall receive \$51,285.00 under this Agreement.

Grantor agrees to make payment to Grantee for the administration and implementation of the program described in the exhibits. Upon receipt of the fiscal and progress reports described in Section 7 – Reporting and Evaluation Requirements of this Part Two of the agreement, quarterly payments will be made to Grantee, in accordance with Section 11 – Trust Fund Account of Part Three of the agreement. No payment will be made until all outstanding reports are received by Grantor, including outstanding reports from previously funded Grantor programs. In addition, due to the unique requirements of the program being funded, Grantee may request that an advance payment be made during any quarter and must include supporting documentation with the request, if Grantee has a Trust Fund Account pursuant to Section 11 – Trust Fund Account of Part Three of this agreement. Requests for advance payment are subject to review and approval. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The federal funds payable under this agreement is dependent on the expenditure of matching funds as described in Section 1 – Match of Part Three of this agreement and the budget, and the performance of Grantee in accordance with the terms and conditions of this agreement.

**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: A. Perez  
Title: Grant Monitor  
Address: 300 West Adams, Suite 200, Chicago, IL 60606  
Phone: 312-793-8406  
TTY#: \_\_\_\_\_  
Fax#: 312-793-8422  
E-mail Address: Adriana.Perez@Illinois.gov

**GRANTEE CONTACT**

Name: Anthony Kestner  
Title: Task Force 6 Commander  
Address: P.O. Box 1511, Bloomington, IL 61702-1511  
Phone: 309-452-9961  
TTY #: \_\_\_\_\_  
Fax #: 309-452-9981  
E-mail Address: Anthony\_Kestner@isp.state.il.us

## EXHIBIT E

## PERFORMANCE MEASURES

Goal 1. To arrest and prosecute organized and independent drug offenders, with special emphasis on importation, distribution, and cultivation offenses.

Performance Standards 1: Conduct 8 Criminal Interdiction Details targeting unlawful distribution of controlled substances and cannabis trafficking into Illinois	
Performance Measure	Actual Number
A. # of Details conducted	
B. # of arrests	

Goal 2: Identify, quantify and respond to emerging drug problems within the task force area.

Performance Standards 1: Conduct 12 proactive investigations targeting unlawful use of prescription drugs and heroin to combat the increase in availability and to identify/arrest those unlawfully selling and/or possessing prescription drugs and heroin.	
Performance Measure	Actual Number
A. # of investigations	
B. # of arrests	

Performance Standards 2: Conduct 12 proactive details of mass transit locations in an effort to identify and arrest those bringing drugs into the area of TF6.	
Performance Measure	Actual Number
A. # of details initiated	
B. # of Arrests made resulting from details initiated	

Goal 3: To enhance the effectiveness/professionalism among the unit and overall expertise level by mandating advanced training in the area of narcotics enforcement.

Performance Standards 1: Provide 280 hours of goal specific training toward narcotic investigations to address the narcotic problem in the area.	
Performance Measure	Actual Number
A. # of trainings attended	
B. # of training hours	
C. # of officers attended training	

Performance Standards 2: Provide 40 hours of drug training for law enforcement and other professionals involved in the identification, investigation and prosecution of drug trafficking	
Performance Measure	Actual Number
A. # of training hours provided	
B. # of Professionals attending training	

Goal 4: To attend meetings and provide drug abuse prevention/education services to local groups, organizations, and schools within the task force's jurisdiction.

Performance Standards 1: To attend 8 meetings	
Performance Measure	Actual Number
A. # meetings attended	
B. # of staff attended meeting	

Performance Standards 2: Conduct 12 public presentations targeted toward rural towns outlining the dangers and effects of illegal drug use.	
Performance Measure	Actual Number
A. # of Presentations	
B. # of participants	

**EXHIBIT F**  
**PERFORMANCE STANDARDS**

**See Exhibit E.**



**EXHIBIT G**  
**STATE AGENCY CONTRACTS**

**EXHIBIT H**  
**SPECIFIC CONDITIONS**

None

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

1. Definitions

"Authority" means the Illinois Criminal Justice Information Authority.

"Program Agency" means the agency that is implementing the grant-funded program.

2. State Taxpayer Name. County of McLean

3. Costs Incurred. At Grantor's discretion, costs incurred before the execution date of this agreement may be charged to this agreement if included in the Budget, incurred during the period of performance, and Grantee performed in accordance with the terms and conditions of this agreement. Grantor shall not be responsible for costs incurred before or after the period of performance of this agreement.

4. Commencement of Performance.

4.1. If performance has not commenced within 60 days of the starting date of this agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

4.2. If the program is not operational within 90 days of the starting date of this agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

4.3. If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

4.4. If this agreement is terminated due to this section, Grantor will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to Grantee and not expended as of that date shall be repaid to Grantor upon notification by Grantor.

5. Supplanting. Grantee certifies that federal and matching funds made available under this agreement will not be used to supplant/replace State, local, or other funds that would otherwise be made available to Grantee for purposes related to law enforcement. Grantee certifies that federal and matching funds made available under this agreement will be used to supplement/increase existing funds for such purposes.
6. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in the exhibits shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by Grantee for any purpose that furthers the objectives of the Byrne Formula Grant Program. Grantee shall report and account for such program

income as required by the Grantor.

7. Reporting and Evaluation Requirements.

7.1. Grantee shall submit the following reports:

- progress reports for the preceding quarter relevant to the performance indicators listed in the exhibits;
- fiscal reports detailing financial expenditures for the previous quarter; and
- any other reports specified by the Grantor.

7.2. Grantee is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

7.3. Grantee agrees to comply with the Bureau of Justice Assistance program guidelines for the evaluation of programs. Grantee agrees to report any additional information required by the Executive Director of the Authority.

7.4. The financial reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

8. Audit and Inspection.

8.1. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

8.2. Grantee agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 of this Section, and all other program activity.

8.3. Grantor, the Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of Grantee, and to relevant books, documents, papers and records of subcontractors.

9. Closeout requirements. Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by Grantor.

10. Procurement Requirements, Requests for Proposals, Conflict of Interest.

10.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Grantee must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. Grantee shall also

adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

10.2. Grantee shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of Grantee's procurement process.

- For procurements of \$100,000 or less, Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, Grantee must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

10.3. All procurements over \$100,000, that involve the use of federal or matching funds, must be submitted by Grantee to Grantor for review and written approval prior to their issuance. In addition, Grantor reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to Grantor for review and approval prior to its issuance. In addition, Grantee shall notify and submit for approval to Grantor any other relevant procurement documents including but not limited to Request For Information (RFI).

10.4. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval, to assure adherence to applicable federal guidelines.

#### 11. Sub-contracting.

11.1. The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Grantor approval. Any work or professional services sub-contracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of sub-contractors is approved by Grantor, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as Grantee is bound and obligated. Grantee shall make reasonable efforts to assure that all sub-contractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any sub-contractor.

11.2. Sub-contracts over \$100,000 that are funded with federal or matching funds must be submitted by Grantee for Grantor review and approval prior to their effective dates and execution by Grantee. In addition, Grantor reserves the right to require that any sub-contract funded with federal or matching funds, regardless of its dollar amount, be submitted to Grantor for review and approval prior to its effective date and execution by Grantee.

11.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with federal or matching funds for Grantor review and approval, to assure adherence to applicable federal guidelines.

11.4. Approval of the use of sub-contractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement.

#### 12. Management and Disposition of Equipment and Commodities.



12.1. Equipment and commodities acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or commodities, Grantee shall request instructions from Grantor.

12.2. Grantor may deny equipment and commodities costs or require that Grantee relinquish already purchased equipment and commodities to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and commodities as provided for other equipment and commodities owned by Grantee. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to Grantor.

12.3. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

12.4. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

13. Conflict of Interest in Hiring or Procurement. No employee, officer or agent of Grantee shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

14. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this agreement.

15. Disclosure of Solicitation for Employment. Grantee shall notify Grantor's Ethics Officer if Grantee solicits or intends to solicit for employment any of the Grantor's employees during any part of the award funding process or during the term of any interagency agreement awarded.

16. Copyrights and Patents.

16.1. If this agreement results in a copyright, Grantor and the Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to

authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

16.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

17. Publications.

17.1. Grantee shall submit to Grantor for review, a draft of any publication that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

17.2. For publications over 20 pages, Grantor will submit comments to Grantee no later than 30 days after receipt of the draft. If more than one such publication is submitted, Grantor reserves the right to extend the 30-day review period.

17.3. For publications of 20 pages or less, Grantor will submit comments to Grantee no later than 10 working days after receipt of the draft. If more than one such publication is submitted, Grantor reserves the right to extend the 10-day review period.

17.4. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

17.5. Grantee shall submit to Grantor, copies, the number of which will be specified by Grantor, of the final publication no later than 20 days prior to release of the final publication.

17.6. Exceptions to the above publication requirements may be granted upon prior Grantor approval.

17.7. Any such publication shall contain the following statement:

"This project was supported by Grant # 2014-DJ-BX-1183, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

17.8. These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

18. Sub-Contractor and Sub-Grantee Transparency Act Compliance.

18.1. Grantee and Program Agency further agree that all agreements entered into with sub-grantees or contractors, shall require compliance by the sub-grantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of sub-grantees and contractors who are individuals.

- 18.2. Grantee shall provide Grantor with completed "Addendums to Agreements" for all sub-grantees and sub-contractors. Copies of blank Addendums to the Agreement are available from your grant monitor.
19. Renegotiation, Modification, or Amendment. No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.
20. Failure to File in a Timely Fashion. Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds, in addition to any other remedy stated in this agreement. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that Grantee has with Grantor shall be frozen. Funds will be released following the completion of all the reporting requirements.
21. Reporting Grant Irregularities.
- 21.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.
- 21.2. Grantee shall inform any sub-recipient of Grantor's grant funds that the sub-recipient is similarly obligated to report irregularities and Grantee shall provide a copy of Grantor's policy to any sub-recipient. A copy of Grantor's policy is available on the web at <http://www.icjia.state.il.us/public/>.
- 21.3. Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.
- 21.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.
- 21.5. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

22. Financial Status.

22.1. Grantee certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705) or an Involuntary Withholding by the State of Illinois or any other state. Grantee also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

22.2. Grantee shall notify Grantor if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or any other state, or has been subject to an Involuntary Withholding by the State of Illinois or any other state within the past five (5) years. If Grantee is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject to an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, Grantor may terminate this agreement at Grantor's discretion.

23. Crimes of Dishonesty.

23.1. Grantee certifies that its own and its sub-grantees' and its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

23.2. Grantee shall notify Grantor if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. Grantor may terminate this agreement, at the Grantor's sole discretion, if Grantee's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

24. Time Keeping.

24.1 Grantee shall, in furtherance of its performance of all aspects of the program description and budget as set forth in the exhibits and the Budget, maintain time keeping records for all grant-funded personnel as follows:

- a. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, Grantee must provide Grantor documentation explaining Grantee's time keeping procedures. The time keeping procedures must be approved by Grantor.
- b. Personnel who spend less than 100% of their time on the program – Grantee will maintain timesheets for these employees. The timesheets must:

- Reflect an after-the-fact distribution of the actual activity of each employee (not

budgeted time);

- Account for the total activity for which each employee is compensated;
- Be prepared monthly and coincide with one or more pay periods; and
- Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

24.2. Within thirty (30) days of the execution of this agreement, Grantee must provide Grantor with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by Grantor. Signed timesheets shall be made available for inspection during site visits, and upon request as part of Grantor's monitoring and oversight responsibilities.

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### PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

1. **Match.** Federal funds from the Byrne/JAG Program may be used to pay up to 75 percent of the program costs described in the Budget. Grantee must provide non-federal funding for at least 25 percent of the program costs described in the Budget. Failure of Grantee to provide non-federal financial support to the program described in the exhibits in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, Grantee shall provide non-federal financial support to the program, as described in the budget.
  
2. **Information Technology Requirements.**
  - 2.1. If for an item or services, listed in the Budget, is for networking or information technology (IT) system which involves information sharing system with interstate connectivity between jurisdiction shall to the extent possible use existing networks as the communication backbone. Unless Grantee can demonstrate to the satisfaction of Grantor that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. Furthermore, any information technology system founded or supported by grant or match funds with comply with 28 C.F.R. Part 23. If Grantor determines that 28 C.F.R. Part 23 is applicable, Grantor at its discretion may perform an audit to ensure system is in compliance, fines may apply for violations.
  
  - 2.2. Grantor, if they are not going to use existing networks and IT systems, should provide documentation to demonstrate the above conditions. This documentation should be provided at the time of the grant documentation submission. If it only becomes apparent after the start of the grant period that above conditions for not using existing networks and IT systems is not feasible then documentation shall be provided to Grantor for approval prior to begin work.
  
  - 2.3. Grantor's Illinois Integrated Justice Information System's Project manager, at 312-793-8550, shall receive written notification regarding any information technology project funded by this grant. Grantee must maintain an administrative file documenting the meeting of this requirement.
  
3. **Information Sharing.**
  - 3.1. Grantee, in an effort to support public safety and information sharing, is required to use the National Information Exchange Model (NIEM) specifications and guidelines for this grant in the development of data elements for data exchange systems. Grantee shall publish and make available without any restrictions all schemas developed under this grant to the component registry. NIEM guidelines are as follows:
    - a. Instances must validate against the set of NIEM reference schemas. Schemas conformant to the NIEM must import and reference the NIEM Schema namespace or NIEM namespaces they need to use (*Universal, Common, Justice*, etc.) or a correct NIEM Schema Subset (same namespaces). Note that importing the NIEM *Justice* Domain namespace will cascade to importing *Common* and *Universal*. Also, note that if an instance validates against a correct subset of the NIEM reference schemas, then it will validate against the NIEM reference schemas.

- b. If the appropriate component (type, element, attribute, etc.) required for an IEPD exists in the NIEM, use that component. Do not create a duplicate component of one that already exists.
- c. Be semantically consistent. Use NIEM components in accordance with their definitions. Do not use a NIEM element to encapsulate data other than what its definition describes.
- d. Follow the IEPD (Information Exchange Package Documentation) Lifecycle as described in NIEM documentation and define all required artifacts at each step.
- e. Adhere to the *NIEM Naming and Design Rules* (NDR) to ensure correct, consistent schema development.

4. National Environmental Policy Act and Related Legislation.

4.1. If Grantee undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, Grantee shall assist Grantor and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements.

4.2. Grantee acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by Grantee, or any sub-grantee, sub-contractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

4.3. Prior to obligating federal grant or matching funds in connection with the program Grantee must determine if any of the following activities will be related to the use of such federal grant or matching funds. Grantee must notify Grantor in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- Implementation of a program relating to clandestine methamphetamine laboratories operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

4.4. Grantor understand and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement.

4.5. For existing and continuing programs or activities that will be funded with federal grant or matching funds through Grantor, upon request by Grantor as directed by BJA, Grantee shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

5. Equal Employment Opportunity Plan (EEOP).

5.1. Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if Grantee has 50 or more employees, is receiving more than \$25,000 or more under the Omnibus Crime Control and Safe Streets Act, and has a service population with a minority representation of 3 percent or more, Grantee shall formulate, implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women. The plan shall be approved by the Office for Civil Rights.

5.2. Grantee shall complete and submit an EEO Plan Certification to Grantor. This Certification shall indicate if Grantee is required to have an EEO Plan or if Grantee is exempt from this requirement. If required by this section, Grantee certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 shall submit a copy of its equal employment opportunity plan to Grantor.

5.3. Grantee acknowledges that failure to submit an acceptable EEO Plan, if required by this section, is a violation of this agreement and may result in suspension or termination of funding, until such time Grantee is in compliance.

6. Confidentiality of Records.

6.1. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

6.2. Grantee shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

7. Reporting Potential Fraud, Waste, or Similar Misconduct.

7.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-contractor, or sub-grantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

7.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor by mail at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606  
Phone: 312- 793-8550

7.3. Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General  
U.S. Department of Justice

Investigation Division  
950 Pennsylvania Ave, N.W. Room 4706  
Washington, D.C. 20530

E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) Phone: 1-800-869-4499 Fax: (202) 616-9881

Website: <http://www.usdoj.gov/oig/>

8. Use of Funds. Grantee certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in this agreement. Grantee certifies that only those costs listed in the Budget shall be paid pursuant to this agreement.
9. Association of Community Organizations for Reform Now (ACORN). Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior approval of Grantor.
10. Text-Messaging While Driving. Grantor encourages Grantee to adopt and enforce policies banning employees of Grantee or Program Agency and contractors or sub-contractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
11. Trust Fund Account.
  - 11.1. Grantee agrees to establish a trust fund account to be used solely for this agreement. The trust fund may or may not be an interest-bearing account. The funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Byrne/JAG grant program. Grantee also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to Grantor no later than 45 days after the end of the grant period.
  - 11.2. Any funds received by Grantee, under this agreement, shall be deposited into the trust fund within ten (10) days of receipt of the funds.
  - 11.3. If Grantee does not establish a trust fund account in accordance with this section, grant funds will be dispersed to Grantee on a reimbursement basis only. If Grantee requests payments on a reimbursement basis Grantee may submit reports monthly to be reimbursed on a monthly basis.
12. Debarment Certification. As required by Grantor, Grantee shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13. Lobbying Certification.
  - 13.1. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. Grantee

understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

13.2. If receiving more than \$100,000 pursuant to this agreement, Grantee agrees to provide a Certification Regarding Lobbying to Grantor and, if applicable, a Disclosure of Lobbying Activities form. If a sub-contractor will receive more than \$100,000 in federal funds pursuant to this agreement, Grantee will provide to Grantor a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the sub-contractor. Grantee must provide these certifications and disclosures as required by Grantor.

14. Nondiscrimination.

14.1. Grantee certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

14.2. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

14.3. Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

14.4. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor. Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. Eligibility for Employment in the United States. Grantee shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by Grantee to verify that persons employed by Grantee are eligible to work in the United States.

16. Criminal Intelligence System Operating Policies. If the program described in the exhibits is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, Grantee certifies to Grantor that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, Grantee shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

17. Public Statements. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Grantee



shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

18. Disposition Reporting. Grantee certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with Grantor and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by Grantor pursuant to federal law.
19. High-Risk Grantees. Grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if Grantor determines that Grantee is a high-risk grantee pursuant to 28 C.F.R. parts 66, 70.
20. Maximum Employee Compensation. Grantee understands and agrees that funds through this agreement may not be used to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Services (SES) at an agency with a Certified SES Performance Appraisal System for that year. An employee may be compensated at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.
21. Global Justice Information Sharing Initiative (DOJ's Global). Grantee agrees to comply with DOJ's Global guidelines and recommendations. Grantee shall conform to the Global Standards Package and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
22. Duplication of Funding. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this JAG award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this JAG award, Grantee will promptly notify, in writing, Grantor.
23. Religious and Moral Belief of Students. Grantee understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
24. Computer Network. Grantee understands and agrees that no award funds shall be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography. Nothing in this section limits the use of funds for any Federal, State, tribal, or local law enforcement agency of any other entity carrying out criminal investigations, prosecution, or adjudication activities.
25. Grant Monitoring Requests. Grantee agrees to comply with Grantor and OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with Grantor, BJA, and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. Further, Grantee agrees to abide by reasonable deadlines set by Grantor, BJA, and OCFO for providing the requested documents. Failure to cooperate with Grantor, and BJA's/OCFO's grant monitoring activities may result in sanctions affecting Grantee's awards, including, but not limited to: withholdings and/or other restrictions on Grantee's access to grant funds; referral to the Office of the Inspector General for audit review; designation of Grantee as a High Risk grantee; or termination of an

award.

26. Unmanned Aircrafts and Vehicles. No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order.

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<b>STATE OF ILLINOIS</b>		<b>UNIFORM GRANT BUDGET TEMPLATE</b> (updated by ICJIA)		<b>AGENCY: Illinois Criminal Justice Information Authority</b>	
<b>Implementing Agency Name: McLean, County of</b>		<b>DUNS#: 057428943</b>		<b>NOFO #:</b>	
<b>CFSA Number: 546-00-1407</b>		<b>CSFA Description: Edward Byrne Memorial Justice Assistance Grant Program (JAG) FFY14</b>		<b>State Fiscal Year(s): 17</b>	
				<b>Grant #: 414020</b>	
<b>Project Period: October 1, 2016 to September 30, 2017</b>					

*All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.*

### SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

Revenues	Year 1	Year 2	Year 3	Year 4	Year 5
(a). State of Illinois Grant Amount Requested	\$ 51,285.00				

### BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

Budget Expenditure Categories	Year 1	Year 2	Year 3	Year 4	Year 5
<b>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</b>					
1. Personnel (Salaries & Wages) 200.430	\$ 32,573.00				
2. Fringe Benefits 200.431	\$ -				
3. Travel 200.474	\$ -				
4. Equipment 200.439	\$ -				
5. Supplies 200.94	\$ -				
6. Contractual Services (200.318) & Subawards (200.92)	\$ 18,712.00				
7. Other Direct Costs (see below) 200.414					
8. Indirect Costs* (see below) 200.414					
Rate: % Base:	\$ -				
16. Total Direct Costs (lines 1-15) 200.413	\$ 51,285.00				
17. Indirect Costs* (see below) 200.414					
Rate: % Base:	\$ -				
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 51,285.00				



## SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) ☐

Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

**NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)**

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a) ☐

Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

**NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)**

2b) ☐

Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

**NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)**

3) ☐

Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).

**NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)**

4) ☐

For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

- ☐ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200 Appendix IV (5)) Or;
- ☐ Complies with other statutory policies (please specify):

The Restricted Indirect Cost Rate is \_\_\_\_\_ %

5) ☒

No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

**Basic Negotiated Indirect Cost Rate Agreement information  
if Option (1) or (2a) is selected**

Period Covered by the NICRA: From: \_\_\_\_\_ To: \_\_\_\_\_ (mm/dd/yyyy)

Approving Federal/State agency (please specify): \_\_\_\_\_

The Indirect Cost Rate is \_\_\_\_\_ % The Distribution Base is: \_\_\_\_\_

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: McLean, County of		DUNS#: 057428943		NOFO #:	
CFSA Number: 546-00-1407		CSFA Description: Edward Byrne Memorial Justice Assistance Grant Program (JAG) FFY14		State Fiscal Year(s): 17	
				Grant #: 414020	
Project Period: October 1, 2016 to September 30, 2017					

If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.

## SECTION B -- MATCH FUNDS

Program Revenues	Year 1
Grantee Match Requirement: % (ICJIA to populate)	
(b). -Cash	\$ 28,471.00
(c). -Non-cash	\$ -
(d). Other Funding & Contributions	\$ -
<b>NON-STATE Funds Total</b>	<b>\$ 28,471.00</b>

## BUDGET SUMMARY MATCH FUNDS

Budget Expenditure Categories	Year 1
OMB Uniform Guidance Federal Awards Reference 2 CFR 200	
1. Personnel (Salaries & Wages) 200.430	\$ 20,494.00
2. Fringe Benefits 200.431	\$ 5,089.00
3. Travel 200.474	\$ -
4. Equipment 200.439	\$ -
5. Supplies 200.94	\$ -
5. Contractual Services (200.318) & Subawards (200.92)	\$ 2,888.00
16. Total Direct Costs (lines 1-15) 200.413	\$ 28,471.00
17. Indirect Costs* (see below) 200.414	\$ -
Rate: % Base:	\$ -
18. Total Costs NON-STATE Funds (lines 16 and 17)	\$ 28,471.00



STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: McLean, County of		DUNS#: 057428943		NOFO #:	
CFSA Number: 546-00-1407		CSFA Description: Edward Byrne Memorial Justice Assistance Grant Program (JAG)		State Fiscal Year(s): 17	
				Grant #: 414020	
				Project Period: October 1, 2016 to September 30, 2017	

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s)."

Implementing Agency		Program Agency	
McLean, County of		Task Force 6	
Institution/Organization		Institution/Organization	
Signature		Signature	
Rebecca McNeill		Anthony D. Kestner	
Name of Official		Name of Official	
Treasurer		Commander	
Title		Title	
Chief Financial Officer (or equivalent)		Executive Director (or equivalent)	
Date of Signature		09/26/2016	
		Date of Signature	

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

**FFATA Data Collection Form (if needed by agency)**

Under FFATA, all subrecipients who receive \$25,000 or more from federal funds must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

4--digit extension if applicable

**Subrecipient DUNS: 792521630**

**Subrecipient Parent Company DUNS: State Police, Illinois State of**

**Subrecipient Name: Task Force 6**

**Subrecipient DBA Name: Task Force 6**

**Subrecipient Address: P.O. Box 1511**

**City: Bloomington** **State: IL** **Zip: 61702-1511** **Congressional District: 13**

**Subrecipient Principal Place of Performance: Same as above**

**City:** **State:** **Zip:** **Congressional District:**

**Contract Number (if known): 414020** **Award Amount: \$51,285.00** **Project Period:**  
**From: 10/01/16** **To: 09/30/17**

**State of Illinois Awarding Agency and Project Detail Description: Expanding Multi-Jurisdictional Narcotics Unit**

**Under certain circumstances, subrecipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:**

**Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?**

Yes ☐ If yes, must answer Q2 below

No ☒ If no, you are not required to provide data.

**Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?**

Yes ☐

No ☐ If no, you must provide the data. Please fill out the rest of this form.

**Please provide names and total compensation of the top five officials:**

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:

## Section C - Budget Worksheet & Narrative

1) **Personnel (Salaries & Wages)** (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

**Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.**

Name	Position	Computation			Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of time (based on Yr/Mo/Hr) selected in Column E)		
<i>Example - John Doe</i>	<i>Accountant</i>	\$ 42,000.00	Year	10%	1	\$ 4,000.00	\$ 4,200.00
<i>Example - Jane Doe</i>	<i>Advocate</i>	\$ 1,200.00	Month	100%	12	\$ 14,000.00	\$ 14,400.00
<i>Zone 6 Task force</i>	<i>Office Manager</i>	\$ 53,477.00	Yr	100%	1	\$ 32,573.00	\$ 53,477.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
<b>Total</b>						<b>\$ 32,573.00</b>	<b>\$ 20,494.00</b>
							<b>\$ 53,477.00</b>

**Personnel Narrative - Please give a brief description for each line item above. The cell may need to be expanded if not all of the text is viewable.**

The Office Manager's wages for 12 months will be applied as follows: Office Manager will work 40 hours per week for 52 weeks/year for a total of 2,080 hours @ \$25.71/hour = \$53,477. The TF6 Office Manager is responsible for maintaining the following: TF Financial records, bank account reconciliations, handling of Federal and State asset forfeitures, preparation & maintaining financial and data reports for the ICJIA grant, preparation of all audits, equipment inventory, inspector appointments/renewals/terminations, license plate renewals, opening of TF6 investigative cases, filing, COPS & Weapons reports, Policy Board meeting minutes, travel, and training arrangement, & assist the task force commander with other administrative duties.



## Section C - Budget Worksheet & Narrative

2). **Fringe Benefits (2 CFR 200.431 )**—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

**Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.**

Name	Position	Rated Fringe		Flat Rate Fringe Amount	Federal/State Amount	Match	Total Cost
		Base	Rate				
Zone 6 Task force	Office Manager	\$ 53,477.00	8.750%			\$ 5,089.00	\$ 4,679.00
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
	0 \$	\$ -	-				\$ -
Total \$		-				\$ 5,089.00	\$ 4,679.00

**Fringe Narrative -** Please state what elements and rates are included in the fringe rate. The narrative must clearly describe how the fringe benefit rate was calculated. The cell may need to be expanded if not all of the text is viewable.

FICA 6.2% = \$3,316. Medicare 1.45% = \$775. Unemployment 1.1% = \$588 for tax benefits equaling \$4,679. Salary of \$53,477 and tax payments of \$4,679 = total wages of \$58,156. Federal amount is \$32,573. Match amount is \$14,207. Over-match amount is \$11,376. Total match amount is \$25,583.

## Section C - Budget Worksheet & Narrative

3). **Travel (2 CFR 200.474)** -- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

**Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.**

Purpose of Travel (brief description)	Location	Computation					Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips		
N/A									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
<b>Total</b>								\$ -	\$ -

**Travel Narrative - Please give a brief description for each line item above. The cell may need to be expanded if not all of the text is viewable.**  
Start typing justification here.



## Section C - Budget Worksheet & Narrative

4). **Equipment** (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

**Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.**

[illegible]

Equipment Narrative - Please give a brief description for each line item above. The cell may need to be expanded if not all of the text is viewable. Start typing justification here.

## Section C - Budget Worksheet & Narrative

5). **Supplies (2 CFR 200.94)** --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

**Note:** Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

[illegible]

**Supplies Narrative - Please give a brief description for each line item above. The cell may need to be expanded if not all of the text is viewable. Start typing justification here.**

6). Contractual Services (2 CFR 200.318) & Subawards (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (*See 2 CFR 200.88*). NOTE: this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subcontractor for the purpose of carrying out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Glen Lynch Construction, LLC	\$ 1,800.00	month	12	100%	\$ 18,712.00	\$ 2,888.00	\$ 21,600.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Total					\$ 18,712.00	\$ 2,888.00	\$ 21,600.00

Landlord lease for the TF6 facility: Monthly rent is \$1,800 for a total annual cost of \$21,600. 4,960 sq. ft. @ \$4.35/sq. ft. per year. The calculation: \$21,600 divided by 4,960 sq. ft. = \$4.35 per square foot. Federal amount is \$18,712 and Match amount is \$2,888.00.

## Section C - Budget Worksheet & Narrative

16) **Indirect Cost (2 CFR 200.414)** --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see IC/JIA Specific Instructions tab for additional information about filling out this sheet.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
N/A					\$

**Indirect Cost Narrative - Please give a brief description for each line item above. The cell may need to be expanded if not all of the text is viewable.**  
Start typing justification here.



## Section C - Budget Worksheet & Narrative

**Budget Narrative Summary--**When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

Budget Category	Federal/State Amount	Match Amount	Total Amount
1. Personnel	\$ 32,573.00	\$ 20,494.00	\$ 53,477.00
2. Fringe Benefits	\$ -	\$ 5,089.00	\$ 4,679.00
3. Travel	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -
6. Contractual Services	\$ 18,712.00	\$ 2,888.00	\$ 21,600.00
7. Consulting Professional Services & Contracting			
8. Equipment (Expenditures)			
9. Research & Development (R&D)			
10. Data Acquisition			
11. Management & Instruction			
12. Organizational Improvements			
13. Director's Office Costs			
14. General Administrative			
15. Indirect Costs	\$ -	\$ -	\$ -
16. Indirect Costs	\$ 51,285.00	\$ 28,471.00	\$ 79,756.00
<b>TOTAL PROJECT COSTS</b>			



<b>ICJIA Agency Approval</b>		<b>STATE OF ILLINOIS</b>		<b>AGENCY:</b>	
Implementing Agency Name: McLean, County of		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		Illinois Criminal Justice Information Authority	
CFSA Number: 546-00-1407		DUNS#: 057428943		NOFO #:	
		CSFA Description: Edward Byrne Memorial Justice Assistance Grant Program (JAG) FFY14		State Fiscal Year(s): 17	
				Grant #: 414020	
				Project Period: October 1, 2016 to September 30, 2017	

**FOR ICJIA USE ONLY**

Final Budget Amount Approval			
Final Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval			
Final Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval			
Final Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

\$200,308 Revision of budget and program plans

(c) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

### FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 West Adams, Suite #200, Chicago, Illinois 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: County of McLean

Implementing Agency's FEIN #: 37-6001569 Agreement #: 414020

Program Agency: Task Force 6

Program Title: Expanding Multi Jurisdictional Narcotics Unit Program

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: Diane McCoy

Title: Executive Assistant

Agency: Task Force 6

Address: P.O. Box 1511, Bloomington, IL 61702-1511

Phone: 309-452-9961 Fax: 309-452-9981

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: Anthony Kestner

Title: Commander

Agency: Task Force 6

Address: P.O. Box 1511, Bloomington, IL 61702-1511

Phone: 309-452-9961 Fax: 309-452-9981

3. Will a separate fiscal account/fund be maintained for the program?

X Yes, this account will maintain: (Choose one)

       Federal funds only

X Both federal and local matching funds

       No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: Rebecca McNeil, Treasurer

County of McLean

115 E. Washington St., P.O. Box 2400, Bloomington, IL 61702-2400

ATTN: Jennifer Miller

5. What organization is listed as holder of the bank account into which program funds will be deposited?

County of McLean

Members Caisley/Schafer moved the County Board approve a request of approval of Task Force 6 Grant: Expanding Multi-Jurisdictional Narcotics Units. Clerk Michael shows all Members voting in favor of the motion. Motion carried.

**JUSTICE COMMITTEE:**  
Member Caisley, presented the following:

**Children's Advocacy Center & CASA**

200 W. Front Street  
Suite 500-B  
Bloomington, Illinois 61701

Phone: (309) 888-5656  
Website: [mcleancountyil.gov](http://mcleancountyil.gov)



Memorandum

To: The Honorable Chairperson and Members of the Justice Committee  
From: Judy Brucker, Director  
Re: October Justice Committee Meeting  
Date: September 27, 2016

Please find the following items for consideration:

- ICJIA (VOCA) Grant for CAC – Grant No. 215307 Requiring Approval and Signature (Action Item)
- Children's Advocacy Center's monthly statistics
- CASA monthly statistics
- Information Related to Programs and Program Funding

Several board members have asked that I provide some more detailed information regarding what types of grant funding we receive in this department and how it is utilized. I have attempted to provide you with a brief synopsis of grant funding dollars allocated for both the Children's Advocacy Center program and the CASA program below. We are extremely proud of the quality services that we are able to provide to the children and families we serve on, frankly, a limited budget. Grants are written for both the CAC and CASA programs annually. Staff continually are looking for new grant opportunities to provide additional funding for each program and for any expansions. We understand that our ability to increase service delivery is directly proportional to locating new funding streams. The largest investment of dollars for these programs currently is in staff salaries/ benefits to provide the services needed for all the children we serve. If you look collectively at these two programs for calendar year 2015 alone, 503 children and their parents/caregivers and siblings received CAC and CASA services by 8 FTEs, 1 PT contractual and 79 volunteers who donated 8400 hours of service.

The Children's Advocacy Center provides services to McLean, Livingston and Dewitt Counties, pursuant to required statutory guidelines. The center is nationally accredited and operates utilizing best practice standards. There are 2 employees assigned specifically to McLean County (Mary Whitaker, Primary Forensic Interviewer, and Stephanie Jewett, McLean County Advocate). Ellen Jo Sipes and (yet to be named) Advocate provide additional assistance to the McLean County CAC and also provide primary forensic interviewing and advocacy at the satellite centers in Livingston and Dewitt Counties. All services offered are mandated by law. Sharon Klingman, is a contract therapist (allowed via grant) to provide specialized crisis intervention and therapeutic services to the child victims and their family members seen at the center. The CAC team works utilizing a multidisciplinary approach, coordinating all investigative and prosecutorial work with local law enforcement, prosecution, DCFS, therapeutic and medical personnel. . Judy Brucker, department head, provides overall supervision for all programs and staff at the center

Number of Individual Children Served at the CAC (kindly remember their family members also receive aid and services) -

2015	361 total (McLean - 251, Livingston - 75, Dewitt - 35)
2016 (Jan. to Sept 27)	343 total (McLean - 275, Livingston - 50, Dewitt -18)

**Grant Funding for the CAC:**

Grantor for CAC Grant Period

DCFS 7-1-16 to 6-30-17

Amount

\$ 111,684

Amounts Designed Specifically As Follows:

\$73,119 Allocated to McLean CAC, specifically:  
\$34,734 for CAC contracted therapist (S. Klingman) and  
\$32,820 for McLean Advocate salary and  
\$5565 for benefits (S. Jewett)

\$38,565 Allocated to Multi-County CAC as follows:  
\$33,000 for Multi-County Interviewer (E. J. Sipes)  
\$5565 for Multi-County Interviewer's benefits  
This position primarily serves Livingston & Dewitt clients but also provides back-up for McLean CAC which is essential because of the significant McLean caseload

VOCA (administered through ICJIA)	9-1-16 to 8-30-17	\$ 45,322	\$38,757 for multi-county Advocate ( <u>to be named</u> ) salary \$6565 for benefits for the multi-county advocate
NCA	1-1-16 to 12-31-16	\$ 9,000	Annual award given to accredited CACs – Used specifically toward the McLean CAC Forensic Interviewer's salary ( <u>M. Whitaker</u> )
Violent Crime Victim Assistance (Attorney General)	7-1-16 to 6-30-17	\$ 12,500	Allocated specifically for McLean CAC Forensic Interviewer's salary ( <u>M. Whitaker</u> )
Livingston United Way	12-1-15 to 11-30-16	\$ 2,000	Written to CPN – can be used for any Livingston CAC Satellite operating expense
	12-1-16 to 11-30-17	\$ 2,000	Written in CAC name, payments will come quarterly and can be used for any Livingston CAC satellite operating expense
708 Dewitt Mental Health Grant	12-1-15 to 11-30-16	\$ 7,500	Written in CPN name, checks made out to CPN and must be specifically for designated expenses at Dewitt satellite CAC. This is a pay for service contract, so CPN must pay it out first and then request reimbursement. The allowable designated expenses for this grant include therapy services for any eligible children, a specific psychiatric referral and medication for a single child, if appropriate. Therapy services are offered by S. Klingman under a contract with CPN and performed at the Dewitt CAC satellite office.
	12-1-16 to 11-30-17	\$ 7,600	Application under review by grantor – no determination made as of yet; applied under the CAC name for funds specifically to be used as follows: \$2700 for therapy services as discussed above, \$2700 for Dewitt CAC rent, \$2200 for reimbursement of IRecord warranty for Dewitt equipment (due in November)
Child Protection Network	1-1-16 to 12-31-16	\$10,701	Funds to be used specifically for acquisition, training to acquire McLean CAC's facility dog. For the 2017 calendar year, CPN has asserted they will provide \$1500 to continue that program.
		\$13,110	Funds to be used specifically to assist in the operational support of the multi-county satellites. For the 2017 calendar year, CPN has asserted that they will provide \$41,013 to continue the support of the satellite centers.

***Additional funding for the CAC programs come from the McLean County Tax Referendum, fees collected through the court systems of McLean, Livingston and Dewitt Counties. Those funds are used specifically to offset operational expenses.***



**CASA PROGRAM:** The CASA Program operates only in McLean County. It is nationally accredited. There are 3 employees in the Casa Program (Margie Jordan, Mary Pat Frugo Anderson and Jill Gomez) with the department's Executive Director, Judy Brucker, providing overall program and staff management.

Number of Individual Children Served:

2015		142
2016	Jan 1 to Sept. 27	108

Number of CASAs Providing Service to Children

2015		79
2016	Jan. 1 to Sept. 27	61

Number of Donated Volunteer Hours by CASAs

2015		8,400 hours
2016	Jan. 1 to Aug. 31	5425 hours

**Grant Funding for the CASA Program:**

<u>Grantor for CASA</u>	<u>Grant Period</u>	<u>Amount</u>
VOCA (administered through ICJIA)	9-1-16 to 8-30-17	\$103,961

Amounts Designed Specifically As Follows:

\$25,727 for salary for Case Manager (Jill Gomez)  
\$9,440 for benefits for Case Manager (Jill Gomez)  
\$41,767 for salary for Case Manager (M.P. FrugoAnderson)  
\$14,201 for benefits for Case Manager (M.P.F/A)  
\$7,771 for salary for Casa Program Director (M. Jordan)  
\$2,642 for benefits for Casa Program Director (M.Jordan)  
\$2413 applied to portion of occupancy costs

Violent Crime Victim Assistance (Attorney General)	7-1-16 to 6-30-17	\$12,000
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Allocated specifically for salary of Case Manager (J. Gomez)

McLean County United Way	7-1-16 to 6-30-17	\$32,648
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This grant is written under the name of CPN and is passed directly through them to McLean County. Funds are allocated towards CASA Program Director salary (M.Jordan)

Child Protection Network	1-1-16 to 12-31-16	\$66,580
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CPN and McLean County have an MOU where each budget year they agree on an annual award for the support of the program. For calendar year 2017, that agreement will be \$25,617 specifically for the CASA Program

Should you have any questions, please feel free to call or email me. Thank you.



ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY

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300 W. Adams Street • Suite 200 • Chicago, Illinois 60606 • (312) 793-8550

September 23, 2016

Ms. Mary Whitaker  
Associate Director  
McLean County Children's Advocacy Center  
200 W. Front Street, Suite 500B  
Bloomington, Illinois 61701

Dear Ms. Whitaker:

Enclosed you will find interagency agreement #215307 between your office and the Authority for the Child Advocacy Center Services Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed the initial cash request form needed to begin the drawdown of federal funds. Please fill out this form and return it to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please be sure to send your original Civil Rights, Debarment, Equal Employment Opportunity Employment (EEOP) Certification, as well as any other original forms, with the signed agreement. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

I also want to draw your attention to changes to our Interagency Agreement that were brought about by Public Act 96-0795 (SB 51) that became law on July 1, 2010 and makes modifications to the Grant Funds Recovery Act (30 ILCS 704/4). Modifications have been made to the Inspection and Audit, and Close-out requirement sections of the Interagency Agreement. In addition, a Use of Funds and a Certification sections have been added to the Interagency Agreement. The Audit Information Sheet included will determine whether your agency will require an audit as a recipient of Federal funding. Please note that if you indicate an audit is required you will be responsible for the submission of the A-133 Single Audit for the period covered by this grant within 30-days of the completion of the audit.

The Certification and Signature Section contains the statement "under oath" in the certification statement. This phrase must be included at the direction of the Office of the Illinois Comptroller and the Authority cannot make changes or edits to this statement. At this time notarization is not required.

If you have any questions, please feel free to contact me at (312) 793-8404 or by email at Malea.Conro@illinois.gov. I look forward to working with you on this program.

Sincerely,

*Malea Conro*

Malea Conro  
Federal and State Grants Unit

Enclosures

cc: MF 215307

## COVER PAGE

<b>PROGRAM TITLE:</b>	Child Advocacy Services
<b>AGREEMENT NUMBER:</b>	215307
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	215207, 214207, 213207, 212207, 211207, 210207, 209207, 208207, 207207, 206207, 205207, 204207,
<b>ESTIMATED START DATE:</b>	9/1/2016
<b>SOURCES OF PROGRAM FUNDING:</b>	
<i>Funds:</i> VOCA FY15	\$ 45,322
<i>Matching Funds:</i>	\$ 11,331
<i>Over-Matching Funds:</i>	\$ 2
<b>Total:</b>	<b>\$ 56,655</b>
<b>IMPLEMENTING AGENCY'S NAME:</b>	McLean, County of
<b>ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):</b>	115 E Washington St., Rm.101 Bloomington, IL 61701-4089
<b>IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:</b>	John McIntyre
<b>TITLE:</b>	McLean County Board Chairman
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	37-6001569
<b>IMPLEMENTING AGENCY'S DUNS NUMBER:</b>	057428943
<b>IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	11-22-2016
<b>IMPLEMENTING AGENCY'S CAGE CODE:</b>	62SR1
<b>IMPLEMENTING AGENCY'S FINANCIAL OFFICER:</b>	Rebecca McNeil
<b>TITLE:</b>	McLean County Treasurer
<b>TELEPHONE:</b>	309-888-5180
<b>PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.</b>	McLean County Children's Advocacy Center/CASA
<b>PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):</b>	200 W. Front St. Suite 500 B Bloomington, IL 61701-5074
<b>PROGRAM AGENCY'S AUTHORIZED OFFICIAL:</b>	Rebecca McNeil
<b>TITLE:</b>	McLean County Treasurer
<b>PROGRAM AGENCY'S DUNS NUMBER:</b>	NA
<b>PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	NA
<b>PROGRAM AGENCY'S CAGE CODE:</b>	NA
<b>FISCAL CONTACT PERSON:</b>	Judy Brucker



<b>AGENCY:</b>	McLean County Children's Advocacy Center/CAC
<b>TITLE:</b>	Children's Advocacy Center
<b>TELEPHONE:</b>	309-888-5656
<b>FAX:</b>	309-888-4969
<b>E-MAIL:</b>	judy.brucker@mcleancountyl.gov
<b>PROGRAM CONTACT PERSON:</b>	Mary Whitaker
<b>TITLE:</b>	Associate Director
<b>TELEPHONE:</b>	309-888-5656
<b>FAX:</b>	309-888-4969
<b>E-MAIL:</b>	mary.whitaker@mcleancountyl.gov
<b>IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.):</b>	Congressional District: 13 State Senate District: 44 State Representative District: 88
<b>PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.):</b>	Livingston County CAC Pontiac, IL 61764-1945
<b>PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.):</b>	Congressional District: 16 State Senate District: 53 State Representative District: 106
<b>Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:</b>	No
<b>Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:</b>	No
<b>Question 3) Are the Program Agency's top five compensated officers' compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:</b>	No
<b>If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.</b>	
<b>NAME</b>	<b>COMPENSATION</b>



INTERAGENCY AGREEMENT

**Victims of Crime Act Victim Assistance Grant Program**  
**Federal Fiscal Year 2015**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Suite 200, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and, the County of McLean on behalf of the McLean County Children's Advocacy Center/CASA, hereinafter referred to as the "Implementing Agency," with its principal offices at 115 E. Washington, Room 101, Bloomington, Illinois 61701-4089 for implementation of the Child Advocacy Center Services program.

**WHEREAS**, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

**WHEREAS**, pursuant to the Victims of Crime Act, the Authority has been designated as the State agency responsible for administering this program; and

**WHEREAS**, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

**NOW, THEREFORE, BE IT AGREED** by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

**SECTION 1. DEFINITIONS**

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

**SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED**

The period of performance of this agreement shall be from September 1, 2016 through August 31, 2017.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

**SECTION 3. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing

Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

#### **SECTION 4. PAYMENT**

The maximum amount of federal funds under this agreement is \$45,322.00 and is dependent on the expenditure of matching funds as described in this agreement and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 5. MATCH**

The Implementing Agency certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 6. SUPPLANTING**

The Implementing Agency certifies that grant funds made available under this agreement will not be used to supplant/replace State, local, or other funds that would otherwise be made available to the Implementing Agency for purposes related to this program. The Implementing Agency certifies that grant funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

## **SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS**

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

In administering the program described in Exhibit A the Implementing Agency agrees that it:

- (a) Is a nonprofit organization or public agency that provides services to victims of crime;
- (b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if it has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
- (c) Utilizes volunteers;
- (d) Promotes coordinated public and private efforts within the community served to aid crime victims;
- (e) Assists victims in seeking available crime victim compensation benefits;
- (f) Maintains statutorily required civil rights statistics on victims served by , national origin, sex, age, and disability, where such statistics are voluntarily provided by those receiving assistance, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
- (g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- (h) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
- (i) Maintains confidentiality of client-counselor information, as required by State and federal law.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

The Implementing Agency certifies that it, and its subcontractors, will comply the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2).

## **SECTION 8. PROGRAM DESCRIPTION, BUDGET, EXHIBITS AND AMENDMENTS**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

#### **SECTION 9. OBLIGATIONAL LIMITATION – AVAILABILITY OF APPROPRIATION**

This agreement is contingent upon and subject to the availability of funds. The Authority, at its sole option, may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Authority's funding by reserving some or all of the Authority's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Authority determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Implementing Entity will be notified in writing of the failure of appropriation or of a reduction or decrease.

#### **SECTION 10. FINANCIAL CAPABILITY**

The Authority may, in its discretion, require the Implementing Agency to provide documentation on its financial capability. This may include, but is not limited to, copies of the Implementing Agency's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of the Implementing Agency's accounting system and operations. The Implementing Agency must comply with federal and state financial management standards.

#### **SECTION 11. REPORTING AND EVALUATION REQUIREMENTS**

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, national origin and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);



- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency is also required to submit quarterly fiscal reports and to file year-end program financial status reports. The Executive Director of the Authority will determine the content and form of these reports. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

## **SECTION 12. MAINTENANCE AND INSPECTION OF RECORDS**

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all records, books, paper, and documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel or its representatives, the Office of Chief Financial Officer or its representatives, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

The Implementing Agency authorizes the Authority and Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to this agreement.

## **SECTION 13. CLOSEOUT REQUIREMENTS**

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

## **SECTION 14. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits



shall be made in accordance with the Generally Accepted Government Auditing Standards (GAGAS), General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period. Further, Implementing Agency understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of Office of Justice Programs (OJP) grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in this agreement and all other program activity.

The Authority, Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers, and records of subcontractors. In addition, the Office of Victim of Crime and the Office of the Chief Financial Officer or their representatives shall have access to and right to examine all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

The Implementing Agency understands and agrees that the Authority or OJP may withhold award funds, or may impose other related requirements, if the Implementing Agency does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

## **SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All procurements over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the

Authority for review and approval prior to its issuance. In addition, the Implementing Agency shall notify and submit for approval to the Authority any other relevant procurement documents including but not limited to Request For Information (RFI).

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

#### **SECTION 16. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 17. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 18. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

#### **SECTION 19. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES**

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes

of the program described in Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired with agreement funds as provided for other equipment and commodities owned by the Implementing Agency. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

## **SECTION 20. CONFLICTS OF INTEREST**

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

## **SECTION 21. IMPLEMENTING AGENCY COMPLIANCE**

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements").
- The Victims of Crime Act; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); the Department of Justice

Grants Financial Guide as posted on the OJP website; and the Office of Justice Programs' Financial Guide (current edition).

- Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); Authority Federal Grant Financial Guidelines; and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

## **SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

The Implementing Agency understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Implementing Agency agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the Implementing Agency plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The Implementing Agency also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.



The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

None of the following activities will be conducted, directly or indirectly, by the Implementing Agency, any its contractors or sub-contractors, or a related third party action:

- New construction.
- Any renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation that will either (a) result in a change in its basic prior use, or (b) significantly change its size.
- Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OVC, the Implementing Agency shall cooperate with OVC in any preparation by OVC of a national or program environmental assessment of that funded program or activity.

## **SECTION 23. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and the Office of Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVC in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

## **SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**



Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the Implementing Agency has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form.

If Implementing Agency is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, the Implementing Agency has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form, and return it to the Authority.

If the Implementing Agency is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, the Implementing Agency has to complete Section C of the Certification Form and return it to the Authority.

The Implementing Agency acknowledges that failure to submit an acceptable EEO Plan, if required by this section, is a violation of this agreement and may result in suspension or termination of funding, until such time the Implementing Agency is in compliance.

## **SECTION 25. NONDISCRIMINATION**

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of actual or perceived race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, the Implementing Agency is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002,

Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et seq.;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, G; and I
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

#### **SECTION 26. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 27. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 28. LOBBYING CERTIFICATION**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. No funds under this grant may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification

Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

## **SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979; or the regulations of the U.S. Department of Commerce promulgated under that Act.

## **SECTION 30. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or

rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 31. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

### **SECTION 32. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

### **SECTION 33. DISPOSITION REPORTING CERTIFICATION**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

### **SECTION 34. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

### **SECTION 35. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

### **SECTION 36. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1)



the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **SECTION 37. PUBLICATIONS**

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant #2015-VA-GX-0049, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

### **SECTION 38. FEDERAL TAXPAYER IDENTIFICATION NUMBER**

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and listed below are correct:

**Name:** County of McLean

**Taxpayer Identification Number:** 37-6001569

Social Security Number

or

Employer Identification Number

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this*



*certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status (check one):**

<input type="checkbox"/> Individual	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Tax Exempt
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/> Corporation providing or billing medical and/or healthcare services	<input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services
<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Pharmacy (non-corporate)
<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Non-profit Corporation/ Tax Exempt
<input type="checkbox"/> Non-profit Corporation/ Non-Tax Exempt	<input type="checkbox"/> Other (Specify) _____

(Implementing Agency marking non-profit corporation/ tax exempt shall supply the Authority with a copy of their affirmation letter showing their 501(c)(3) status.)

**SECTION 39. FEDERAL GRANT INFORMATION**

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2015-VA-GX-0049)
- Grant Award Year: Federal Fiscal Year 2015

**SECTION 40. TRANSPARENCY ACT COMPLIANCE**

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at [www.dunandbradstreet.com](http://www.dunandbradstreet.com) or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 057428943

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

The Implementing Agency's SAM registration is valid until: 11/22/2016

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code

request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code: 62SR1

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with SAM. The acquisition of a DUNS number and registration with SAM database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

#### **SECTION 41. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 42. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 43. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 44. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be

subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

#### **SECTION 45. FAILURE TO FILE IN A TIMELY FASHION.**

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

#### **SECTION 46. COURT APPOINTED SPECIAL ADVOCATES**

The Implementing Agency shall, on agreements that fund Court Appointed Special Advocates (CASA), ensure and provide documentation (i.e. time and attendance records) that any and all funds are utilized "solely" to benefit victims of crime. Therefore, VOCA funds shall be used to pay for only, that portion of the coordinator's time, which is devoted to supervision, training, etc. of those volunteers who provide direct services to child victims of physical and sexual abuse, criminal neglect and or abandonment.

#### **SECTION 47. REPORTING GRANT IRREGULARITIES**

The Implementing Agency shall promptly notify the Authority through their Grant Monitor when an allegation is made, or the Implementing Agency otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

The Implementing Agency shall inform any subgrantee or contractor of the Authority's grant funds that the subgrantee or contractor is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority's policy to any subgrantee or contractor. A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the implementing agency's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency's director. The Implementing Agency, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 48. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either (1) submitted a false claim for grant funds in violation of the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General  
U.S. Department of Justice  
Investigation Division  
950 Pennsylvania Ave, N.W. Room 4706  
Washington, D.C. 20530

E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) Phone: 1-800-869-4499 Fax: (202) 616-9881

More information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

#### **SECTION 49. USE OF FUNDS**

Implementing Agency certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

#### **SECTION 50. PROHIBITED CONTRACTOR**

The Implementing Agency understands and agrees that no funds will be contracted or sub-awarded, either directly or indirectly, to or in support of the Association of Community Organization for Reform Now (ACORN) or its subsidiaries without the express prior approval of the Authority.

#### **SECTION 51. TEXT-MESSAGING WHILE DRIVING**

The Authority encourages the Implementing Agency to adopt and enforce policies banning employees of the Implementing Agency or Program Agency and contractors or subcontractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

#### **SECTION 52. VICTIM COMPENSATION AWARENESS**

The Implementing Agency shall certify that victims are notified of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General. Notification is defined as simply advertising the Victim Compensation program through posters or brochures publicly displayed in the agency's office or by verbally making the victim aware of the program. This notification requirement does not apply to crisis services.

The Implementing Agency shall detail their method of notification in the Program Narrative/ Exhibit A.

#### **SECTION 53. DUPLICATION OF FUNDING**

The Implementing Agency agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this VOCA award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this VOCA award, the Implementing Agency will promptly notify, in writing, the Authority.

#### **SECTION 54. HIGH-RISK GRANTEES**

Implementing agency agrees to comply with any additional requirements that may be imposed during the grant performance period if the Authority determines that Implementing Agency is a high-risk grantee pursuant to 28 C.F.R. parts 66, 70.

#### **SECTION 55. CONFERENCES AND TRAINING MATERIALS**

The Implementing Agency agrees that any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at [www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm).

The Implementing Agency agrees to comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval, and reporting requirements) governing the use of federal funds for expense related to conferences, meetings, trainings, or other events, including the provision of food and beverages at such events, and the cost of attendance.

#### **SECTION 56. RELIGIOUS AND MORAL BELIEFS OF STUDENTS**

The Implementing Agency understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.



#### **SECTION 57. COMPUTER NETWORK**

The Implementing Agency understands and agrees that no award funds shall be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography. Nothing in this section limits the use of funds for any Federal, State, tribal, or local law enforcement agency of any other entity carrying out criminal investigations, prosecution, or adjudication activities.

#### **SECTION 58. PROVIDING SERVICES TO LIMITED ENGLISH PROFICIENCY INDIVIDUALS**

Implementing Agency will, in accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency.

#### **SECTION 59. DEMOGRAPHIC DATA**

Implementing Agency agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance through this agreement, where such information is voluntarily furnished by the victim.

#### **SECTION 60. TIME KEEPING**

The Implementing Agency shall, in furtherance of its performance of all aspects of the program description and budget as set forth in Exhibit A and Exhibit B, maintain time keeping records for all grant-funded personnel as follows:

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the Implementing Agency's time keeping procedures. The time keeping procedures must be approved by the Authority.
2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain timesheets for these employees. The timesheets must:
  - ☐ Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
  - ☐ Account for the total activity for which each employee is compensated;
  - ☐ Be prepared monthly and coincide with one or more pay periods; and
  - ☐ Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

Within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by the Authority. Signed timesheets shall be made available for inspection during site visits, and upon request as part of the Authority's monitoring and oversight responsibilities.

#### **SECTION 61. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This interagency agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq). The Implementing Agency certifies that it, and its sub-grantees and sub-contractors, are not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The Implementing Agency also certifies that a grant recovery action by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state has not been initiated against it, or any of its sub-grantees and/or sub-contractors, within the past five (5) years.

The Implementing Agency shall notify the Authority if it or any of its sub-grantees and/or sub-contractors is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency or any of its sub-grantees and/or sub-contractors is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, has been the subject of an Involuntary Withholding within the past five (5) years, or becomes the subject of an Involuntary Withholding.

## **SECTION 62. CRIMINAL CONVICTIONS**

The Implementing Agency certifies that its own and its sub-grantees' and its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The Implementing Agency shall notify the Authority if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

## **SECTION 63. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS**

The Implementing Agency and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Implementing Agency –

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Authority, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Authority.

2. If the Implementing Agency makes subawards or contracts under this award --

a. it represents that --

- (1) it has determined that no other entity that the Implementing Agency's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

#### **SECTION 64. INDIRECT COSTS**

If the Implementing Agency is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the Authority in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

#### **SECTION 65. NON-PROFIT ORGANIZATIONS**

The Implementing Agency agrees, if it is a non-profit organization, to make their financial statements available online (either on the Authority's, its own, or another publicly available website). OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

#### **SECTION 65.5 SPECIAL CONDITIONS – MDT COORDINATION**

Implementing Agency certifies that it shall not use VOCA or match funds to pay for multidisciplinary team (MDT) coordination services, described in Exhibit A, unless the following conditions are adhered to:

- A) Coordination services must be with respect to specific individual cases, and include monitoring of the direct service plan and keeping parents/guardians apprised of criminal justice activities.
- B) Coordination of the MDT must be necessary and essential to the provision of direct services, as well as a way to serve victims more effectively.

**SECTION 66. ACCEPTANCE & CERTIFICATION**

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
John Maki  
Executive Director  
Illinois Criminal Justice Information Authority

\_\_\_\_\_  
Date

I, John McIntyre, County Board Chairman, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 215307 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 215307 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

\_\_\_\_\_  
John McIntyre  
County Board Chairman  
County of McLean

\_\_\_\_\_  
Date

I, Rebecca McNeil, County Board Treasurer, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 215307 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 215307 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

\_\_\_\_\_  
Rebecca McNeil  
County Board Treasurer  
County of McLean

\_\_\_\_\_  
Date

I, Judith Brucker, Executive Director, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 215307 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 215307 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

\_\_\_\_\_  
Judith Brucker  
Executive Director  
McLean County Children's Advocacy Center/CASA

\_\_\_\_\_  
Date

\_\_\_\_\_  
ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Updated June 10, 2016  
Federal and State Grants Unit

**VICTIMS OF CRIME ACT  
EXHIBIT A:  
PROGRAM NARRATIVE  
Child Advocacy Center InfoNet Reporting**

**I. Description of organization**

1. Program Agency Name: McLean County Children's Advocacy Center/CASA  
Mailing Address: 200 W. Front St. Suite 500 B Bloomington, IL 61701  
Telephone number: 309-888-5656

2. Please provide the following information for your VOCA program service area (attachments are acceptable).

A. List the county(ies) or municipality(ies) served by your VOCA program.

Livingston, DeWitt

B. Federal Congressional District number(s) 16,13

C. State Senatorial District number(s) 44, 53

D. State Representative District number(s) 88, 106

These districts can be found by visiting the Illinois State Board of Elections website.

**Type of program agency (Check one)**

A. Criminal justice government\*

☐ Law Enforcement

☐ Prosecution

☐ Probation

☐ Court

☐ Corrections

☐ Other (specify) \_\_\_\_\_

B. Non-criminal justice government

☒ Social Services

☐ Mental Health

☐ Other (specify) \_\_\_\_\_

☐ Hospital

☐ Public Housing

C. Private: Non-profit

☐ Hospital

☐ Rape Crisis

☐ Religious Organization

☐ Shelter

☐ Mental Health

☐ Other (specify): \_\_\_\_\_

D. Other: Describe NA

\*If your agency is a governmental unit, such as law enforcement or prosecution, please provide a short description of how the activities described within this application have been coordinated with the victim service providers in the community served. Include letters of support from all agencies listed as part of the application.

The Children's Advocacy Center coordinates all child sexual/serious physical abuse interview with the Department of Children and Family Services by scheduling the interviews so as the investigator is able to be in attendance. Following the interview, the Family/Child Advocate coordinates mental health referrals with the therapist who is contracted through the DeWitt County 708 Mental Health Board. In the past, these services referred to the DeWitt County Human Resource Center, but have since closed their doors due to budget cuts. In Livingston County the Family/Child Advocate referrals are made to the Human Resource Center, located in Pontiac, IL. Referrals for counseling are made to area agencies best suited to the needs of the clients.

If your agency is not able to coordinate these activities with a victim service agency please explain why.

NA

3. Purpose of VOCA funds: (select one)

☐ Start a new victim services project

☐ Expand or Enhance an existing project not funded by VOCA in a previous year.



☒ Continue a VOCA funded victim project funded in a previous year ☐ Technology

4.

Crime Victim Assistance Funds Awarded: \$45,322  
Grant Number: 215307

Project Begin Date: 9/1/2016  
Project End Date: 8/30/2017

5. These VOCA funds will primarily be used to: (check one)

- ☐ Expand services into a new geographic area ☐ Offer new types of services  
☐ Serve additional victim populations ☒ Continue existing services to crime victims  
☐ Other (specify)

6. For this victims' services program indicate the number of VOCA funded paid-staff, full-time equivalent\*\* (FTE) 1

\*\* FTE is the program full time equivalent total listed in Question 3a in the Summary of Program Section.

7. Volunteers used in any capacity throughout your agency should be counted and reported.

Does your organization use volunteers?

- ☒ Yes – complete part A & B  
☐ No – complete the volunteer waiver certification included in the continuation packet.

A. How many Full-time Equivalent (FTE) volunteer staff are used by your agency as a whole, not just the VOCA funded program?

4

B. What activities do they perform?

CASA volunteers advocate for children in foster care.

8. Identify the amount of the VOCA-Funds allocated to serve victims accordingly.

ALL GENERAL CRIME

\$

OR

Child Abuse (includes child sex abuse) \$ 45,322

Domestic violence \$

Sexual assault \$

Underserved

DUI/DWI crashes \$

Survivors of homicide victims \$

Assault and/or Battery \$

Adults molested as children \$

Elder abuse \$

Robbery \$

Other violent crime (specify) \$

TOTAL (should match question #4.) \$ 45,322

9. Sub-grant Match (financial support from other sources for this program):

Value of In Kind Match	\$ 0
Cash Match	\$ 11,647
Total	\$ 11,647

10. Please provide the total amounts of funding allocated to All Victim Services based on your agency's current fiscal year budget:

Other Federal funds (excluding these VOCA funds)	\$ 103,961
VOCA funds (award amount)	\$ 45,322
State	\$ 136,184
Local	\$ 260,759
Other	\$ 10,500

☐ This agency certifies that it receives over \$500,000 in federal funds agency wide and it is required to have an A-133 Audit.

11. Identify the victims to be served through this VOCA-Funded project (include match funded activities) by checking the type of crime(s) At least one must be selected.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Child Physical Abuse | <input type="checkbox"/> Adults molested as children   |
| <input checked="" type="checkbox"/> Child Sexual Abuse   | <input type="checkbox"/> Survivors of homicide victims   |
| <input type="checkbox"/> DUI/DWI Crashes                 | <input type="checkbox"/> Robbery   |
| <input type="checkbox"/> Domestic Violence               | <input type="checkbox"/> Assault   |
| <input type="checkbox"/> Adult Sexual Assault            | <input checked="" type="checkbox"/> Other Violent Crimes (specify) Child Witness to violent crimes |
| <input type="checkbox"/> Elder Abuse                     | <input type="checkbox"/> Other (Specify)   |

12. Check the services to be provided by this VOCA – funded project. **Check all that apply**

- |  |   |
|--|---|
| <input type="checkbox"/> Crisis Counseling                               | <input checked="" type="checkbox"/> Criminal Justice Support/Advocacy             |
| <input checked="" type="checkbox"/> Follow Up Contact                    | <input checked="" type="checkbox"/> Emergency Financial Assistance                |
| <input type="checkbox"/> Therapy   | <input type="checkbox"/> Emergency Legal Advocacy                                 |
| <input type="checkbox"/> Group Treatment                                 | <input checked="" type="checkbox"/> Assistance in Filing Compensation Claims*     |
| <input type="checkbox"/> Crisis Hotline Counseling                       | <input checked="" type="checkbox"/> Personal Advocacy                             |
| <input type="checkbox"/> Shelter/Safe House                              | <input checked="" type="checkbox"/> Telephone Contacts (Information and Referral) |
| <input checked="" type="checkbox"/> Information and Referral (In person) | <input type="checkbox"/> Other (Specify)  |

\*Assistance in filling compensation claims is **MANDATORY**

## II. Summary of organization

In this section, we are trying to gain a general sense of your organization's activities. NOT solely the program for which you are seeking VOCA funds.

1. Please provide a *brief* description of your entire organization, including details of different units and staffing.

The Court Appointed Special Advocates (CASA) Program and the Children's Advocacy Center are dedicated to serving abused and neglected children within McLean, Livingston and DeWitt counties. The CASA program provides advocacy for McLean County children, who have been abused and neglected by their caregivers and become wards of the juvenile abuse/neglect court, by providing trained community volunteers to serve as Court Appointed Special Advocates (CASA). In this capacity, the CASA serves as the "eyes and ears" for the court, working to ensure that permanency is achieved in the most time efficient manner, and that all parties keep the child's best interest at the forefront. The CASA Volunteer is the one independent source that the Judge can rely on to provide an objective and fact based report regarding the child's best interest and recommendations for permanency. Additionally, the Advocacy Center provides a safe, child friendly environment for children to disclose their abuse with a multi-disciplinary team to properly investigate the matter and determine appropriate direct services to be offered to the child victim and their non-offending caregiver, including medical, therapeutic and judicial advocacy. The Advocacy Center's first and foremost priority is to make the experience the least traumatic possible for the child and family. Every effort is made to keep the child victim and the non-offending caregiver informed and connected to services and treatment within the community by providing direct services and referrals when appropriate. This agency acts as a liaison between child welfare agencies and programs. The agency also provides abuse awareness/education and training to community organizations, law enforcement, prosecution and school personnel.

2. Besides the services funded through this VOCA grant, what (if any) other victim services does your agency provide? Include examples of how these services are coordinated with the VOCA funded activities.

Other services provided outside the parameter of this grant include: the forensic interviewing of alleged child victims of sexual abuse and serious physical abuse, as well as child witnesses to major crimes, multi-disciplinary staffings, therapeutic counseling, medical referrals, court preparation, all other advocacy services necessary for the benefit of child victims and non-offending caregivers; training of multi-disciplinary team members, community awareness/education and training through the Darkness to Light Program; facilitation of collaborative efforts between child welfare agencies, law enforcement, prosecution and school personnel, both locally and statewide. For example: The CASA Program Director facilitates two annual 40 hour in person training sessions as well as a yearly hybrid learning opportunity required for potential volunteers. These volunteers are the essential component to the VOCA funded program; without these volunteers, this program could not exist.

3. Please indicate the total number of staff dedicated to all victim services at your organization, not just this VOCA funded program.

Type of staff	Number of staff
Number of staff providing direct service. (Do not include managerial and support staff in this count).	7
Number of managerial staff	1

Number of administrative support staff	0
--	---

4. Does this program make a special effort to target any un-served or underserved populations?

- ☒ Yes – check all un-served/underserved populations being targeted  
☐ No – skip to Section III

- |  |  |
|--|--|
| <input type="checkbox"/> American Indian                         | <input type="checkbox"/> Lesbian, gay, bisexual, transgender |
| <input type="checkbox"/> Asian                                   | <input type="checkbox"/> People with disabilities            |
| <input type="checkbox"/> Black or African American               | <input type="checkbox"/> Limited English proficiency         |
| <input type="checkbox"/> Elderly                                 | <input type="checkbox"/> Mental health issues                |
| <input type="checkbox"/> Hispanic or Latino                      | <input type="checkbox"/> Substance abuse issues              |
| <input type="checkbox"/> Homeless or living in poverty           | <input checked="" type="checkbox"/> Rural areas              |
| <input type="checkbox"/> Immigrants, refugees, or asylum seekers | <input checked="" type="checkbox"/> Children                 |
| <input type="checkbox"/> Other (specify): _____                  |  |

### III. Summary of Program

This section will help us understand the program for which you are seeking VOCA funds. This must include all direct services to be provided to crime victims with VOCA and match funds. **Do not** include a description of activities that will not be funded with VOCA or match funds.

1. Description of program: Please provide a description of your VOCA funded program. Include information on any efforts to target underserved victim populations listed above that are served by this program, such as minority, elderly or disabled populations.

This VOCA funded program enables the agency to maintain satellite advocacy centers in Livingston and DeWitt counties, thereby providing advocacy services to child victims and their non-offending caregivers within their own community, including rural. While the forensic interviewer is interviewing the alleged child victim, the VOCA funded Multi-County Advocate (MCA) meets with the non-offending caregiver to gather relevant information regarding the family, living situation, and discuss crisis intervention services that may be necessary to assist them. The MCA relates all information to the multi-disciplinary team members and assists in coordinating the team's response (further law enforcement/Department of Childrens and Family Services (DCFS) investigation, mental health and medical referrals, community support referrals, and case management/coordination services). The MCA also serves as the liaison between the family, the prosecutor and the judicial system, keeping all parties apprised of case status and ongoing issues with the victim. The MCA coordinates all court preparation activities with the victim, non-offending caregiver, child therapist and prosecutor. The MCA serves as the backup advocate for McLean County, as well.

2. Who oversees this program? Please include position titles and duties. (Do not include personal information.)

The Associate Director of Operations oversees the daily operation of the advocacy center and the satellite centers. Duties include: program and staff supervision, multi-disciplinary team coordination, protocol compliance, grant and budget maintenance, local and statewide training. The Executive Director oversees the entire organization, including this VOCA funded program.

3. Staff

- a. Report staff by title. Include employees who are part-time and/or only partially funded with this grant as well as program funded consultants/contractors. Include employees who are funded with any required grant match. Report all FTEs in decimals, not percentages and report in terms of total time at the agency and time spent on the program.

Title of Staff Person	Agency Full Time Equivalent*	% time on VOCA funded program	Program Full Time Equivalent**
<i>Example: Advocate</i>	.50	100	.5
<i>Example: Counselor</i>	.75	50	.375
Multi-County Family Advocate	1	100	1
TOTAL(should equal #6 in Section I Description of Organization)	1	N/A	1

\*Agency FTE is calculated by the number of total hours worked in a week divided by the average work week for your organization.



**\*\* Program FTE is calculated by Agency FTE times the time on the program.**

- b. What are the primary qualifications (e.g. education, language skills etc.) of program-funded staff?

The Multi-County Advocate position requires a minimum of an undergraduate degree with work experience and training in the field of child welfare, maltreatment, case management and advocacy. The qualifications include a proven history of working with children or within family structures, excellent communication skills, ability to collaborate across disciplines, and effectively work in a team setting.

- c. Please attach an updated job description for each position including duties and qualifications. **If this position is not 100% VOCA-funded, asterisk the duties that apply to this program on the job description.**

### **Victims Compensation Program**

As a condition of receiving VOCA funds the Office on Victims of Crime (OVC) mandates that programs receiving VOCA funds must notify\* all victims of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General.

4. Please explain how your agency informs victims of the VOCA Victims' Compensation program.

Brochures are displayed and made available in our family waiting room, as well as being included within the informational packet distributed to the non-offending caregivers at the initial interview if deemed appropriate at that time. When needed, the MCA discusses all victim compensation opportunities in person and assists in the filling out of program forms as needed.

\*Notification is defined as simply advertising the Victims' Compensation program through posters or brochures publicly visible in the agency's office. Other options include: providing information and referrals concerning the program and assistance with the application.

#### IV. Statement of Problem

This section will help us understand why your program is important to crime victims that come into contact with your agency as well as the community you serve. This section should document the problem(s) the organization continues to face and justify a need for continued funding.

1. Use the table below to identify the crime(s) this program will target and provide three years of county level data for your service area. If your program does not target a specific type of crime please include **the three highest crime rates for the victims this program serves** for the jurisdiction your program serves. Data for Index offenses are available on the Illinois Criminal Justice Information Authority's (ICJIA) website or the publication, *Crime in Illinois*, produced by the Illinois State Police (ISP).

##### 2012-2014

Type of crime: Child Abuse/Neglect			Type of crime:			Type of crime:		
2012	2013	2014	2012	2013	2014	2012	2013	2014
603	645	739						

\* If multiple counties are served by your VOCA funded program please list the counties served here, and accumulate the crime numbers above.

2. What is the problem(s) your VOCA funded program has identified through its contact with the victim population served that **this program** addresses? (*What do crime victims need that they would not get if not for the services provided through this program?*)

Children who suffer sexual abuse need a comfortable, child friendly place to make their disclosures. Our Center offers this setting. The parents/guardians of these child victims need support, guidance and direction throughout the life of the case. Referrals to services are needed, and many of our families would have no idea how to go about accessing these services, including filling out the paperwork for Crime Victims Compensation. Victims and their families would not receive these services if they were not provided by our program.

3. Use the space below to provide any anecdotal information based on the experiences of agency staff or other sources within your jurisdiction that may highlight the crime(s) and victims served through this program. *Please do not use names or any other information that would identify a specific victim.*

During this grant cycle the CAC was approached by the Illinois State Police to assist them on 2 different Child Trafficking Details. The CAC provided room at the McLean CAC for a team meeting prior to the onset of this specific detail. The VOCA funded staff actually went to the place where the detail was going to take place, which was a hotel in the Bloomington/Normal area. The Center also had staff available at the Center to assist with crisis intervention services, DCFS referrals and anything else that a trafficked child may need. Although all the victims that were "rescued" that evening, so therefore these services were not needed. This was a very different experience for our agency and all staff were willing to spend after hour time on the project.

## V. Goals and Objectives

This section provides an overview of your program's accomplishments during the current performance period, and also helps us learn about what helped or hindered your program during this time. *(This section should provide guidance as to whether objectives or program strategies should be modified for the upcoming year.)*

A universal goal was developed for your current grant program. Please indicate the goal that was chosen for your current performance period.

**Goal:** To provide direct services to (check one) for the purpose of alleviating trauma and suffering incurred from victimization.

☐ All crime victims



Children and Rural Areas

(Sub-population of crime victims. This should match the crime(s) indicated in Section: IV)

If completing this section prior to the end of the program performance period please estimate.

(Objective) Service Provided	Number identified from prior performance period.	Number of clients that actually received this service.*	Objective met?*	Number for upcoming performance period.
a. Case management	200	179	Yes	200
b. Case Coordination	200	192	Yes	200
c. In-Person Counseling (1)	0	NA	NA	0
d. Group Counseling (4)	0	NA	NA	0
e. Family Counseling (4)	0	NA	NA	0
f. Crisis Intervention (1)	150	156	Yes	150
g. Criminal Justice Advocacy (7)	175	159	Yes	150
h. Staff team meetings	0	NA	NA	0
i. Medical Advocacy (11)	130	36	No	50
j. Other Advocacy (11)	200	190	Yes	200
k. Crime Victim Compensation Services (10)	5	11	Yes	10
l. Mental Health Services (11)	0	NA	NA	0
m. Transportation Services (11)	0	NA	NA	0
n. Referral Services (7)	150	71	No	75
i. Other (specify): Court Prep	15	38	Yes	30
j. Other (specify):				

*Numbers in parenthesis is for ICJIA reporting use only.*

\*If you did not meet the number from last performance period listed above, please **detail each service not met.** Although a few numbers are just under the Identified Number, it is expected that **by the end of this grant period, those numbers will be met.** Two numbers that are low are Medical Advocacy Referral Services. Because numbers were low in the satellited of DeWitt County and Livingston Counties, the numbers **reflect** this downturn of referrals. It is **becoming** more the norm for our child victims to have **already been seen by a physician** for a sexual abuse or **physical** abuse exam prior to coming to the interview. Therefore, less referrals are needed.

1. What were the successes of your program during the current performance period? Include any anecdotal information that may highlight the crime(s) and victims served through this program. *Do not use names or other information that would identify a specific victim.*

A major success that was reached in our program during this current performance period was improvement of case review meetings. In the week prior to the monthly case review the Child and Family Advocate (CFA) will email the team with a list of all the cases that the Children's Advocacy Center are involved with, the investigators who are involved, and any updates the CFA has to offer. This detailed list of the current updates has made investigators and the State's Attorney's Office more active in case review meetings. Team members have been emailing their updates to the child and family advocate if they are unable to attend meetings. Meetings have also been restructured to a form where at the beginning of the meetings team members are given an opportunity to discuss any new items within the community or their agency. This provides the whole team the chance to know if there are any new resources available or if an agency has anything new to report. Next, the team discusses the cases that are still being investigated. The investigators on that case give the team background information about the case, and then the team discusses what can be done to better families' lives and the case. Lastly, the team is asked to look at the list of all CAC cases and bring any up that they want to discuss. This new restructuring of case review meetings have made for greater discussions, more favorable outcomes for families, and a better team dynamic.

2. What barriers did you experience in implementing your program during the current performance period? How did you respond to them? Include any anecdotal information that may highlight the crime(s) and victims served through this program. *Please do not use names or other information that would identify a specific victim or a particular person.*

An ongoing barrier that was experienced during this grant period was the communication with the State's Attorney's Office. The office is small, and the first assistant was on military leave for a large portion of this cycle. This left the office short staffed, under experienced, and many cases left without charging decisions. The communication from the remaining three State's Attorney's was minimal due to their new duties. Families were frustrated with not having a charging decision for months. The CFA reassured these families that they haven't been forgotten and that a decision will be made. The CFA would remain in constant communication with the staff at the State's Attorney's Office, and the other ASA's so that families' concerns were being addressed by those who could assist.

3. Is there anything else you would like us to know based on your experiences with the current performance period? If so, please describe here.

Although several of of the Children's Advocacy Center cases have aged and have been in the court system for quite some time, many of these cases are either finally set for trial, or have a status hearing scheduled for sentencing. The Child and Family Advocate has had more communication with the State's Attorney's Office to schedule court preps and meetings with the family and attorneys regarding plea negotiations. Ultimately, case closures have been successful, and many children have felt relief knowing the process has concluded or that they have confronted their abuser. Many children who met with the State's Attorney have felt more prepared when testifying and experience less anxiety about the unknowns on the day of trial. Other children who did not want to have to face the perpetrator have a sense of peace that they can continue to heal. The team has been happy to see many of these cases come to a final ending after supporting these families from the initial time of disclosure. The Child and Family



Advocate sends a survey to the family in the mail to have them evaluate the Center's strengths and weakness throughout the process, and includes a letter reminding the family that if at any point they need services or referrals, to not hesitate to contact the Child and Family Advocate for assistance.

## VI. Program Implementation

The problem statement describes the issue(s) to be addressed in the following year. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant as well as match funded activities** will be implemented in clear, logical detail and should explain how your program will achieve its goals and objectives and work to resolve the issues addressed.

1. Please describe the specific activities each staff member (federal and match funded) under **this program** will provide to crime victims and explain how those activities benefit your target population.

The VOCA funded staff member will provide:

- 1) Contact with the alleged victim and non-offending caregivers, at the initial interview, to explain the interview and investigatory process;
  - 2) Crisis intervention to clients at the time of the interview, and all medical and therapeutic follow up, as necessary;
  - 3) Case management and service coordination to clients throughout the life of the case or until the client no longer requires services;
  - 4) Attendance at Case Review sessions and facilitation of communication between client and multi-disciplinary team members;
  - 5) Referral services to available community services that may benefit the client;
  - 6) Criminal justice advocacy services to those clients whose cases proceed to prosecution, including, but not limited to: attending all court hearings; relaying information to the clients; facilitating communication between the client and multi-disciplinary team members, including the prosecutor.
  - 7) Medical referrals for clients in need of medical attention;
  - 8) Court preparation for clients in order to assist the child and non-offending caregivers in understanding the judicial system, easing anxiety associated with testifying at trial, and assisting in court testimony preparation.
  - 9) Assistance with filing for appropriate CrimeVictim's Compensation Funds.
2. Explain how the issues or barriers to the implementation of the program that you listed above in Section V, question 2, will be addressed during the new program period?

The team is attending a training with nationally recognized trainers that will assist with solutions to communication issues. Each profession will be able to come together and give other team members a greater understanding of how better communication can improve their role in these cases. This training is a great opportunity for the team to address challenges that they experience, and to learn to celebrate the successes as well. The Multidisciplinary Team is the core of the Children's Advocacy Center model, and the need for ongoing cultivation of strong and effective relationships and evolving leadership among team members is critical to provide coordinated support and services for children and their caregivers seen at the CAC, and this training is aimed to strengthen those relationships.

3. What training needs have you identified for the staff funded under this program?

Advanced advocacy trainings with sessions geared toward best practice techniques in working with the child victims and non-offending caregivers, as it pertains specifically to incidents of sexual abuse, are certainly considered important for the advocate. Also, sessions on assisting the advocate in building positive working relationships with other collateral agencies, in order to access their services for our child victims and their family members.

4. How will you address those training needs? If unable to address those needs, please explain why.

Program staff will attempt to attend all applicable trainings possible. If funding sources were to be reduced, the agency will seek alternate funding sources to assist (for example, additional grant writing) with these expenses.

5. If VOCA funds were not available, has your organization developed a plan for the continuation of this program? Please explain.

The McLean County CAC would seek additional funding for the satellite county from the specific counties served, possibly through an inter-governmental agreement, in order for services to continue in their counties. The CAC would also seek new funding streams to fill the financial need.

## VII. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the VOCA funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Activity	Month Begun	Month Completed	Personnel Responsible	Frequency
<i>Example: Distribute Brochures</i>	<i>Month 1</i>	<i>Ongoing</i>	<i>Volunteers</i>	<i>As needed</i>
<i>Example: Hire Medical Advocate</i>	<i>Month 1</i>	<i>Month 2</i>	<i>Coordinator</i>	<i>N/A</i>
<i>Example: Provide Support Groups</i>	<i>Month 2</i>	<i>Month 12</i>	<i>Advocate</i>	<i>Weekly</i>
Provide Case Management	Month 1	Month 12	Advocate	Ongoing
Provide Advocacy in the areas of criminal justice, crisis intervention, mental health, medical and personal advocacy	Month 1	Month 12	Advocate	Ongoing
Assist with Crime Victims Comp Filing	Month 1	Month 12	Advocate	Ongoing
Assist with Court Preparation	Month 1	Month 12	Advocate	Ongoing
Make appropriate referrals to available community support services	Month 1	Month 12	Advocate	Ongoing

**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency:** McLean, County of  
**Agreement #:** 215307

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Grant Fund: VOCA FFY: 15	\$45,322
	<b>Subtotal:</b>	\$45,322
<b>Match:</b>	McLean, County of	\$11,331
	<b>Subtotal:</b>	\$11,331
<b>Over Match:</b>	McLean, County of	\$2
	<b>Subtotal:</b>	\$2
	<b>GRAND TOTAL</b>	<b>\$56,655</b>



<b>PERSONNEL SERVICES</b>						
Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
Multi-County Family Advocate	\$ 38,757.00	12	100%	\$ 38,757.00	\$ -	\$ 38,757.00
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
<b>Total FTE for use on Fringe Benefit Worksheet</b>				\$ -	\$ -	\$ -
				<b>Total Salary</b>		
Fringe Benefits (Use figure from Fringe Benefit Worksheet)				\$ 38,757.00	\$ -	\$ 38,757.00
				<b>6,273.00</b>	<b>8,843.00</b>	<b>15,116.00</b>
<b>TOTAL PERSONNEL SERVICES</b>				\$ 45,030.00	\$ 8,843.00	\$ 53,873.00

**Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.**

(See Attached Budget Instructions)

The Multi-County Family Advocate (MCA) delivers direct services to child victims of sexual/serious physical abuse in DeWitt and Livingston counties and also acts as backup for the McLean County CAC. The annual salary of the MCA is \$38,757 with an hourly rate of \$19.88. 100% of the VOCA allowed funds will be used toward the annual salary. The total fringe benefit package for this position is \$15,116 yearly. Of this amount, \$6,273 (41.5%) will be covered by VOCA allowed funds. The remaining \$8,843 (58.5%) will be a match contribution.

Services provided to families include but are not limited to: explanation of the interview process at time of the forensic interview; Crisis Intervention; Case Management and service coordination to clients throughout the process; Referral services; Criminal Justice advocacy services; Specialized medical referrals; Court preparation; Assistance with filing for Crime Victim's Compensation.



COMMODITIES						
Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost	
N/A	\$ -		\$ -	\$ -	\$ -	
	\$ -		\$ -	\$ -	\$ -	
	\$ -		\$ -	\$ -	\$ -	
	\$ -		\$ -	\$ -	\$ -	
	\$ -		\$ -	\$ -	\$ -	
	\$ -		\$ -	\$ -	\$ -	
	\$ -		\$ -	\$ -	\$ -	
	\$ -		\$ -	\$ -	\$ -	
TOTAL COMMODITIES COST						
			\$ -	\$ -	\$ -	

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.  
 (See Attached Budget Instructions)

TRAVEL		Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Mileage		\$ 0.54	58	12	\$ 292.00	\$ 90.00	\$ 382.00
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
Conference Travel**		Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare		\$ -			\$ -	\$ -	\$ -
PerDiem		\$ -			\$ -	\$ -	\$ -
Lodging		\$ -			\$ -	\$ -	\$ -
Other (Specify)		\$ -			\$ -	\$ -	\$ -
* State rate is calculated at \$.56/mile. If agency rate is lower use that lower rate.							
** Out of State Travel requires prior Authority approval.							
		TOTAL TRAVEL COST					\$ 382.00

**Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.**

(See Attached Budget Instructions)

Mileage for staff to travel to assist with the forensic interview process, provide direct advocacy services and assist with court preparation, support and testimony by the Family and Child Advocate. These services would be provided in Livingston and DeWitt counties. Approximately 58 miles per month x 12 months = 708 miles per year @ .54 per mile = \$382.00; of which \$90.00 is match.

<b>CONTRACTUAL</b>		<u>Cost/month</u>	<u>Dollar/hour</u>	<u># of hours per month</u>	<u>Pro-rated Share</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Cell Service						\$ -	\$ -	\$ -
Telephone Service		\$ -				\$ -	\$ -	\$ -
		\$ -				\$ -	\$ -	\$ -
Conference Registration Fees		\$ -				\$ -	\$ -	\$ -
Other: (Specify) Rental of 2 satellite centers yearly		400/mo		6	50%		\$ 2,400.00	\$ 2,400.00
Other (Specify)		\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel						\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -
240						\$ -	\$ -	\$ -
<b>TOTAL CONTRACTUAL COST</b>						\$ -	\$ 2,400.00	\$ 2,400.00

**Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.**

(See Attached Budget Instructions)

At the De Witt County CAC satellite Center, space is rented at the rate of \$400/monthly. For a six month period, the total rental cost is \$2,400. Of this amount \$2,084 (87%) is a match contribution with the remaining amount of \$316 (13%) being an over match contribution. The VOCA funds are used for the MCA position only. The Advocate's primary duties lie in the satellite counties, but does act as back up for the McLean CAC Advocate if needed. The other staff person that works mainly in the satellite offices is the Forensic Interviewer who is NOT a VOCA funded staff person.



GRAND TOTAL			
	Federal Amount	Match Contribution	Total Cost
PERSONNEL SERVICES	\$ 45,030.00	\$ 8,843.00	\$ 53,873.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ 292.00	\$ 90.00	\$ 382.00
CONTRACTUAL	\$ -	\$ 2,400.00	\$ 2,400.00
	\$ 45,322.00	\$ 11,333.00	\$ 56,655.00
TOTAL COST			

! procurements must be competitive

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	12.750%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	20.400%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$38,757.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$7,906</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$7,210.00
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$7,210.00
Number of grant-funded FTE (full-time equivalent) positions receiving Flat Rate Fringe Benefits. (Please use figure from cell F-11 of Budget Detail)*	1.00
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$7,210</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$15,116</b>

\* PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

Members Caisley/Buchanan moved the County Board approve a request approval of the Illinois Criminal Justice Information Authority VOCA contract. Clerk Michael shows all Members voting in favor of the motion. Motion carried.

**JUSTICE COMMITTEE:**  
Member Caisley, presented the following:

LAW & JUSTICE CENTER  
104 West Front Street, Room 404  
P.O. Box 2420  
Bloomington, IL 61702-2420



**DON R. EVERHART, JR.**  
**CLERK OF THE CIRCUIT COURT**  
**COUNTY OF McLEAN**  
**(309) 888-5301**

**DIVISION OFFICES**

Criminal:	Room 303 309-888-5320
Divorce/Family:	Room 404 309-888-5305
Civil:	Room 404 309-888-5340
Small Claims:	Room 404 309-888-5330
Traffic:	Room 303 309-888-5310

**MEMORANDUM**

**TO:** The Honorable Chairman and Members of the Justice Committee  
Bill Wasson, County Administrator

**FROM:** Don R. Everhart, Jr., Circuit Clerk

**CC:** Hannah Eisner, Assistant County Administrator

**DATE:** September 23, 2016

**RE:** Loomis Armored Amendment

Loomis Armored US, LLC (LA) provides armored car services for the office of the McLean County Circuit Clerk (MCCC). Current agreement, by and between LA and MCCC, expires November 1, 2016. The attached amendment would extend the current agreement for one year through November 1, 2017.

As Circuit Clerk, I recommend and request approval of this amendment.



## Amendment to Service Agreement

Effective Nov 1, 2016, the parties hereto agree that the following paragraphs shall serve to amend that certain Service Agreement, dated Nov 1, 2011 by and between Loomis Armored US, LLC ("LOOMIS") and McLean county Circuit Clerk ("CUSTOMER") (the "Agreement").

### The Agreement is hereby amended as follows:

The Following terms are hereby added to the Agreement:

1. Parties hereto agree that the following paragraphs shall serve to amend the Agreement dated November 1, 2011, by and between Loomis Armored US, LLC ("Loomis") and McLean County Circuit Clerk ("Customer") (the "agreement")

Extend contract for 1 year through November 1, 2017

Added per customer request:

By \_\_\_\_\_  
John McIntyre  
Chairman, McLean County Board

**THIS AMENDMENT** shall, in no other way, alter, delete, waive or amend any other rights, defenses and / or responsibilities as between CUSTOMER and LOOMIS with regard to the Agreement. All other terms and conditions contained in the Agreement, except as set forth above, shall continue, without alteration, in full force and effect.

#### CUSTOMER

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### LOOMIS ARMORED US, LLC

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Members Caisley/Cavallini moved the County Board approve a Request approval of an Amendment for services with Loomis Armored US, LLC.. Clerk Michael shows all Members voting in favor of the motion. Motion carried.

**JUSTICE COMMITTEE:**  
Member Caisley, presented the following

TO: Chairman and Members, Justice Committee

FROM: Bill Wasson, County Administrator

DATE: September 26, 2016

RE: Jury Act Unconstitutional – Fee and Reimbursement Ordinance

Public Act 98-1132 (effective June 1, 2015), which amended section 2-1105(b) of the Code of Civil Procedure, limited the size of a civil jury to six persons and increased the amount paid per juror across the state. In *Kakos*, the plaintiffs filed a complaint at law alleging multiple counts of negligence and loss of consortium against the defendants. The defendants then moved to request a 12-person jury and sought a declaration that P.A. 98-1132 was unconstitutional. The circuit court agreed with the defendants and granted the motion, finding that the Act was facially unconstitutional and violated separation of powers. The plaintiffs then appealed to the Illinois Supreme Court as a matter of right under Rule 302(a).

In an opinion released September 22, 2016, the Illinois Supreme Court held that the right of trial by jury includes the right to demand a 12-member jury. In *Kakos v. Butler*, 2016 IL 120377, the Court held that Public Act 98-1132, which bars a litigant from exercising this right, and the statute it amended, 735 ILCS 5/2-1105(b), were “facially unconstitutional.” *Kakos*, 2016 IL 120377, ¶ 37. Because the provision regarding jury size could not be severed from the entirety of the Act, the Court invalidated the entire Act, including the provisions increasing juror pay and modifying the requirement for some travel reimbursement.

The attached ordinance, prepared by Circuit Court staff addresses the resulting deficiencies that exist in current County ordinance and returns the amount paid jurors and reimbursed to jurors to its preceding amounts, consistent with valid statute and as existed prior to the unfunded mandates of P.A. 98-1132.



**AN ORDINANCE BY THE McLEAN COUNTY BOARD AMENDING  
THE McLEAN COUNTY CODE AND SETTING JUROR FEES TO BE  
CHARGED BY THE McLEAN COUNTY CIRCUIT CLERK**

WHEREAS, on September 22, 2016, the Illinois Supreme Court declared unconstitutional PA 98-1132 and all provisions therein; and

WHEREAS, the County Ordinance, approved on May 15, 2015, amending juror fees is thus rendered void and the provisions of 55 ILCS 5/4-11001, 735 ILCS 5/2-1105(b) and 705 ILCS 105/27.1a (s) are hereby restored to their previous versions prior to the passage of PA 98-1132.

NOW, THEREFORE, BE IT ORDAINED by the McLean County Board as follows:

The McLean County Code is amended to read as follows:

(Additions are indicated by text and stricken material by ~~text~~)

Chapter 50

FINANCES

\*\*\*

ARTICLE VI

Jurors' Per Diem and Mileage

Beginning September 23, 2016, jurors shall receive a per diem of \$10.00 per day of service or for any portion of a day of service.

Beginning September 23, 2016, jurors shall be reimbursed \$0.38 per mile, calculated on the basis of actual mileage from the address of summons to the Law & Justice Center by using the United States Post Office national address database for jurors who are summoned.

\*\*\*

Chapter 205

FEES

ARTICLE XV

Circuit Clerk Fees

\*\*\*

§ 205-59. Jury Services

The Clerk shall be entitled to receive, in addition to other fees allowed by law, the sum of

\$212.50 as a fee for the services of a jury in every civil action not quasi-criminal in its nature and not a proceeding for the exercise of the right of eminent domain and in every other action wherein the right of trial by jury is or may be given by law. The jury fee shall be paid by the party demanding a jury at the time of filing the jury demand. If the fee is not paid by either party, no jury shall be called in the action or proceeding, and the same shall be tried by the court without a jury. ~~The Clerk shall further be entitled to receive a fee of \$35 per alternate juror requested.~~

\*\*\*

FEES  
205 Attachment  
I McLean  
County  
Fee Schedule

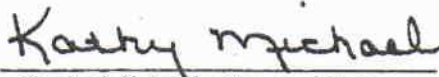
Section	Fee for	Amount
***		
205-59	Jury services	\$212.50

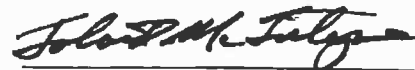
This resolution shall be effective September 23, 2016

ADOPTED THIS 18<sup>th</sup> day of October, 2016

ATTEST:

APPROVED:

  
Kathy Michael, County Clerk

  
John D. McIntyre, Chairman,  
McLean County Board

Members Caisley/Harris moved the County Board approve a Request approval of an Ordinance by the McLean County Board Amending the McLean County Code and Setting Juror Fees to be Charged by the McLean County Circuit Clerk. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.



**Michelle L. Anderson**

COUNTY AUDITOR

Government Center

115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400

(309) 888-5148 • Fax (309) 888-5209

michelle.anderson@mcleancountyil.gov • www.mcleancountyil.gov/auditor

**MCLEAN COUNTY BOARD COMPOSITE**

October 18, 2016

**2016 Budget Expenditures**

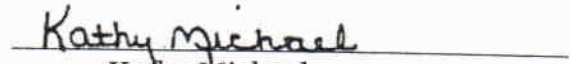
COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$268,345.87	\$268,345.87
Finance		\$855,359.23	\$855,359.23
Justice		\$360,066.77	\$360,066.77
Land Use		\$655.25	\$655.25
Property		\$3,327,938.04	\$3,327,938.04
Transportation		\$693,516.42	\$693,516.42
Health/Nursing Home		\$200,201.68	\$200,201.68
Health/Jail Med & JDC Med		\$37,831.74	\$37,831.74
Health/Board of Health		\$132,653.93	\$132,653.93
Health/Dev. Disability Board		\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$5,876,568.93</b>	<b>\$5,876,568.93</b>

  
John McIntyre, Chairman  
McLean County Board

The meeting was adjourned until November 15<sup>th</sup> at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:32 a.m.

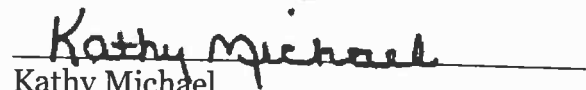
  
John D. McIntyre, Chair  
McLean County Board

  
Kathy Michael  
County Board Clerk

STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF McLEAN     )

I, Kathy Michael, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 18th day of October, 2016 and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 18th day of October, 2016.

  
Kathy Michael  
McLean County Clerk